

LOUISIANA WILDLIFE AND FISHERIES COMMISSION REGULAR MEETING  
JULY 8, 1988. AMENDMENT TO ALLIGATOR HARVEST PROGRAM RULES  
AND REGULATIONS

Page 4, No. 5, Tagging

Change lines 5, 6 and 7 to read as follows:

"Numbered tags will only be issued in the name of the  
license holders for a sum of \$2.00 per tag."

38' Ft. are. price  
last year

24,200 tags last year  
x 2  
48,400

\$10,000,000 profit last year

*Goes w/  
Notes  
at 7/8/88*

Vote on original motion and substitute motion on Alligator Harvest Program -  
Statewide;

Original motion made by Don Hines to accept the Rules and Regulations and  
the Guidelines for 1988 Alligator Harvest Program with changes in No. 5,  
Tagging, lines 5, 6, and 7 to read "Numbered tags will only be issued  
in the name of the license holders for a sum of \$2.00 per tag".for 1988.  
Motion was seconded by Dale Vinet

Substitute motion made by Jack Cappel to accept the Rules and Regulations  
and the Guidelines for 1988 Alligator Harvest Program and delete lines  
5, 6 and 7 in No. 5, Tagging of Original motion by Don Hines.

Chairman Palmisano called for vote on Substitute Motion first. Vote  
as follows:

Don Hines - No

Jack Cappel Yes

Dale Vinet No

Warren Pol Yes

Jimmy Jenkins No.

Norman McCall No

Chairman Palmisano called for vote on Original Motion. Vote as  
follows:

Don Hines - Yes

Jack Cappel No

Dale Vinet Yes

Warren Pol No.

Jimmy Jenkins Yes

Norman McCall Yes

Original Motion passed, Substitute Motion failed.

AGENDA  
LOUISIANA WILDLIFE AND FISHERIES COMMISSION  
BATON ROUGE  
July 7 & 8, 1988

- Tape Counter #*
1. Roll Call - 1
  2. Approval of Minutes of June 3, 1988 - 1
  - 1-11 3. Ratify Resident Game Hunting Seasons 1988-89 ~~4~~ 6-180
  - 3-717 4. Notice of Intent - Approval of Game Breeder License and Requirements -- APPROVED 7/7/88-3
  - 3-775 5. Approval of Alligator Hunting Season on Certain WMAs <sup>-4</sup> 6-245
  - 4-595 6. Notice of Intent - Shooting Preserve License -- APPROVED 7/7/88-5
  - 4-635 7. Set Tentative Hunting Season Dates for Migratory Game Birds (doves, snipe, woodcock, gallinules and rails) <sup>-5</sup> 6-276
  - 4-817 8. Ratification of Louisiana-Texas Reciprocal Fishing Agreement on Toledo Bend Reservoir and Caddo Lake -- APPROVED 7/7/88-86
  - 4-831 9. Law Enforcement Report -- APPROVED 7/7/88-7
  - 5-116 10. Operation Game Thief Report - 7
  - 6-28 11. Oyster Survey Report - 7
  - 6-40 12. Seismic Report - 7
  - 6-54 13. Shrimp Season Update - 7
  - 2-210 14. Discussion of 1988 Alligator Harvest Program-Statewide (Emergency Action) <sup>-3</sup> 6-514
  - 1-713 15. Consideration of shell dredging lease form, minimum royalty, tracts and related matters <sup>-2</sup> 7-189
  - 6-54 16. Request Commission to direct Secretary of the Department of Wildlife and Fisheries to execute and sign Memorandum of Understanding between DHH and LDWF <sup>-977-383</sup>
  - 7-410 17. Set August Meeting Date - 7

OTHER BUSINESS

- 7-475 — McCall — Shrimpers' difficulty in getting licenses - 7
- 7-625 — Kell McInnis — Ouse triangle — Terrebonne Parish - 8

LOUISIANA WILDLIFE AND FISHERIES COMMISSION

BOARD MEETING

JULY 7 & 8, 1988

JOE PALMISANO, JR.  
Chairman

Baton Rouge, Louisiana

AGENDA  
LOUISIANA WILDLIFE AND FISHERIES COMMISSION  
BATON ROUGE  
July 7 & 8, 1988

	Page
1. Roll Call	1
2. Approval of Minutes of June 3, 1988	1
3. Ratify Resident Game Hunting Seasons 1988-89	1
4. Consideration of Shell Dredging Lease Form, Minimum Royalty, Tracts and Related Matters	2
5. Discussion of 1988 Alligator Harvest Program-Statewide (Emergency Action)	3
6. Notice of Intent - Approval of Game Breeder License and Requirements -- APPROVED 7/7/88	3
7. Approval of Alligator Hunting Season on Certain WMAs	4
8. Notice of Intent - Shooting Preserve License -- APPROVED 7/7/88	5
9. Set Tentative Hunting Season Dates for Migratory Game Birds (doves, snipe, woodcock, gallinules and rails)	5
10. Ratification of Louisiana-Texas Reciprocal Fishing Agreement on Toledo Bend Reservoir and Caddo Lake -- APPROVED 7/7/88	6
11. Law Enforcement Report -- APPROVED 7/7/88	7
12. Operation Game Thief Report	7
13. Oyster Survey Report	7
14. Seismic Report	7
15. Shrimp Season Update	7
16. Request Commission to direct Secretary of the Department of Wildlife and Fisheries to execute and sign Memorandum of Understanding between DHH and LDWF	7
17. Set August Meeting Date	

OTHER BUSINESS

- |   |   |
|---|---|
| 18. Shrimpers' Difficulty in Obtaining Licenses | 7 |
| 19. Close Triangle - Terrebonne Parish          | 7 |

MINUTES OF MEETING OF  
LOUISIANA WILDLIFE AND FISHERIES COMMISSION

July 7 & 8, 1988

Chairman Joe Palmisano presiding:

Thursday, July 7, 1988

Jack Cappel, Jr.  
Don Hines  
James Jenkins  
Norman McCall  
Warren Pol  
Dale Vinet

Chairman Joe Palmisano presiding:

Friday, July 8, 1988

Jack Cappel, Jr.  
Don Hines  
James McCall  
Warren Pol  
Dale Vinet

Ms. Virginia Van Sickle was also present at Thursday's meeting.

The minutes of the regular monthly meeting of June 3, 1988 were approved with a motion from Dr. Hines, seconded by Mr. Vinet.

Hugh Bateman presented a rules and regulations for the 1988-89 resident hunting seasons. After much discussion a resolution to ratify these hunting seasons for 1988-89 was unanimously approved at Friday's meeting with a motion from Dr. Hines and seconded by Mr. McCall. During the discussion a Deer Management Task Force was brought up. Hugh Bateman is in favor of this and would like for this to be approved. It was recommended that dog hunters be represented on the Task Force. Dr. Hines suggested to omit the section in the pamphlet where it refers to plan your vacation and mention the hunting task force that will be formed.

(The full text of the resolution  
is made a part of the record)

WHEREAS, authority to adopt seasons, bag limits, possession limits and other rules and regulations for the hunting, taking and possession of any species of wild game bird or quadruped is vested in the Commission by Title 56, Section 115 (A) and

WHEREAS, this action will provide for the protection and conservation of these natural resources and allow for recreational opportunities for sport hunting on both public and private lands and

WHEREAS, the Commission and Department biologists have jointly reviewed and considered all available biological information and requests from sportsmen of the state and

WHEREAS, these season dates, bag limits, rules and regulations were proposed on April 29, 1988 and have been published as a Notice of Intent in the Louisiana Register in accordance with the Administrative Procedure Act now

THEREFORE BE IT RESOLVED, that the attached rules, regulations, season dates and bag limits affecting sport hunting of resident game species of Louisiana for 1988-89 are adopted by the Louisiana Wildlife and Fisheries Commission.

Don Puckett presented shell dredging leases for three areas. Mr. Jenkins made a motion to instruct Counsel and Secretary to make an effort to advertise out-of-state and to advertise in "Journal of Commerce" which would list bid and mail out to all companies. This motion was seconded by Mr. Pol and motion carried. Discussion was held on how to go about advertising in other states. Barney suggested that the part of the lease which states "no dredging" should read "no fossil shell dredging". Mr. Jenkins made a motion to accept the resolution with amendment to show Section 3 omitted from the standard lease form (special instrument) if legally possible. This motion was seconded by Mr. Vinet which was unanimously approved.

(The full text of the resolution is made part of the record)

WHEREAS, the Commission has considered the recommendations of the Minerals Committee and the comments and recommendations of other interested agencies and groups relative to the issuance of leases for the dredging of shells from state waterbottoms;

THEREFORE BE IT RESOLVED that the Commission does hereby:

- (A) Adopt a minimum per cubic yard royalty of 80 cents;
- (B) Adopt the attached standard lease form with such modifications as may be reflected in the minutes;
- (C) Set guaranteed annual minimum royalties as follows:
  - 1. Lakes Pontchartrain and Maurepas \$ 640,000
  - 2. East Central Coast 720,000
  - 3. West Central Coast 100,000
- (D) Set a performance bond for these leases as follows:
  - 1. Lakes Pontchartrain and Maurepas \$ 1,920,000
  - 2. East Central Coast 2,160,000
  - 3. West Central Coast 300,000
- (E) Set a bid bond for each lease in the amount of five (5%) percent of the performance bond amount.



(F) Designate the tracts to be leased as: Lakes Pontchartrain and Maurepas, East Central Coast and West Central Coast as shown by the attached maps.

Johnnie Tarver presented a resolution for the 1988 Alligator Harvest Program. Don Hines made a motion to accept the rules and regulations and the guidelines for 1988 alligator harvest program with changes in No. 5, Tagging, lines 5, 6, and 7 to read "numbered tags will only be issued in the name of the license holders for a sum of \$2.00 per tag" for 1988. The motion was seconded by Dale Vinet. A substitute motion was offered by Dr. Cappel to accept the rules and regulations and the guidelines for 1988 alligator harvest program and delete lines 5, 6, and 7 in No. 5, tagging. Mr. Palmisano called for a vote on substitute motion which failed and the original motion passed.

(The full text of the resolution is made a part of the record)

WHEREAS, the Louisiana Department of Wildlife and Fisheries has the authority under State and Federal Statute to establish an alligator season, and

WHEREAS, the alligator population in Louisiana has been determined by biologists of the Department to be capable of sustaining an annual harvest of surplus animals; and

WHEREAS, the removal of the surplus animals is considered to be a wise use of this natural resource of the state of Louisiana.

THEREFORE BE IT RESOLVED, that the Louisiana Wildlife and Fisheries Commission does hereby adopt the following rules, regulations, and guidelines for administering the 1988 alligator season.

Hugh Bateman presented a resolution for approval of Game Breeder License and Requirements. Mr. Vinet made a motion to accept the resolution, seconded by Mr. Pol and was passed unanimously.

(The full text of the resolution is made a part of the record)

WHEREAS, the Louisiana Wildlife and Fisheries Commission has the authority to set requirements and issue licenses for Game Breeders, and

WHEREAS, there currently are no Commission approved requirements affecting several aspects of this Game Breeder licensing procedure, the attached list of pen specifications and general requirements are being proposed by the Department, and

WHEREAS, these general requirements shall apply to applicants for Game Breeder License for all species of wildlife, now

THEREFORE BE IT RESOLVED, that the Louisiana Wildlife and Fisheries Commission on this date approves the pen specifications and other general requirements for game breeders recommended by the Department and set forth in the forth in the attached Notice of Intent.

In accordance with the provisions of the Administrative Procedure Act (R.S. 49:950 et. seq.) the Louisiana Wildlife and Fisheries Commission has developed guidelines governing the issuance of Game Breeder's Licenses. This action was taken at a public hearing on July 7, 1988 at 2000 Quail Drive, Baton Rouge, Louisiana. Authority to establish guidelines for game breeders is vested in the Commission by Section 171 of Title 56 of the Louisiana Revised Statutes of 1950.

In general this proposal establishes minimum pen specifications, general requirements and types of animals that may be kept under a Game Breeder's License.

Hugh Bateman presented a resolution for approval of alligator hunting on certain wildlife management areas. Bob Love gave a presentation on how the program would work for issuing alligator tags on the six wildlife areas. Atchafalaya is a national area and the monies will go to the U.S. Fish and Wildlife Service. Mr. Jenkins stated that he would like a report after the bidding process. The question came up as to how to handle a tie bid. The bid will show how a tie would be handled. The two districts that the other areas are located are Districts VI and VII. Dr. Cappel made a motion to accept the resolution, seconded by Mr. McCall and passed unanimously.

(The full text of the resolution is made  
a part of the record)

WHEREAS, the Department has legal authority with Commission approval to establish rules and regulations governing the management of alligators on both public and private lands, and

WHEREAS, areas managed by the Louisiana Department of Wildlife and Fisheries have substantial numbers of surplus alligators, and

WHEREAS, it is important through a biologically sound management program to remove these surplus animals on an annual basis, and

WHEREAS, the alligator is recognized as an economically valuable commercial species, and

WHEREAS, the Game Division is proposing to begin public bidding procedures for alligator tags to be used on certain areas managed by the Department, now

THEREFORE BE IT RESOLVED, the Department is hereby authorized to institute public bidding for alligator tags on lands managed by the Department of Wildlife and Fisheries.

Mike Olinde presented a resolution on the shooting preserve license. Dr. Hines made a motion to approve the resolution, seconded by Mr. McCall and was unanimously approved.

(The full text of the resolution is made a part of the record)

WHEREAS, the Louisiana Wildlife and Fisheries Commission has the authority under Title 56, Part IX, Section 656, to provide non-residents hunting on a shooting preserve a special license for a reasonable fee, and

WHEREAS, non-resident hunters frequently participate and enjoy licensed hunting preserves within the state, and

WHEREAS, non-residents are currently required to obtain a non-resident hunting license to utilize Louisiana's commercial hunting preserves, and

WHEREAS, the Louisiana Wildlife and Fisheries Commission wishes to encourage the business and enjoyment of commercial shooting preserves, now

THEREFORE BE IT RESOLVED, that the Louisiana Wildlife and Fisheries Commission does hereby adopt a special Non-Resident Preserve Hunting License to be offered to non-resident sportsmen hunting on licensed commercial hunting preserves, and

BE IT FURTHER RESOLVED, that the fee for the special license shall be fifteen dollars (\$15.00).

Tommy Prickett presented a resolution to set tentative hunting season dates for migratory game birds (doves, snipe, woodcock, gallinules and rails). Dr. Cappel made a motion to accept the resolution, seconded by Mr. McCall and passed unanimously. Hugh Bateman mentioned that we should have the final ruling on the blue-winged teal season by July 20th from the U. S. Fish and Wildlife Service. Dr. Hines requested that a letter be written to Director Dunkle for a favorable decision.

(The full text of the resolution is made a part of the record)

WHEREAS, Hugh Bateman, Administrator of the Game Division, attended the Migratory Bird meetings in Washington, D.C. on June 22, 1988 and

WHEREAS, rules and regulations pertaining to migratory game birds other than waterfowl were discussed at this meeting, and

WHEREAS, the Louisiana Wildlife and Fisheries Commission and Louisiana Department of Wildlife and Fisheries Biologists have discussed tentative season dates for migratory birds other than waterfowl, and

WHEREAS, final adoption of season dates for migratory birds other than waterfowl cannot be established until requirements of The Federal Register process are met in August, and

WHEREAS, no changes in regulations from last year are anticipated, now

THEREFORE BE IT RESOLVED, that the Louisiana Wildlife and Fisheries Commission does hereby propose tentative dates for dove, snipe, and woodcock for the 1988-89 hunting season as recommended by the staff of the Louisiana Department of Wildlife and Fisheries, and

BE IT FURTHER RESOLVED, that these season dates will be adopted at the August meeting as an emergency rule so long as no changes are mandated by the U.S. Fish and Wildlife Service.

Tentative

1988-89 Season

Doves, Snipe and Woodcock

	<u>Dates</u>	<u>Days</u>	<u>Daily Bag Limit</u>	<u>Pos.</u>
<u>Doves</u>	Sept. 3-11	9	12	24
	Oct. 15-Nov. 13	30	12	24
	Dec. 10-Jan. 9	31	12	24
		70 Total		
<u>Snipe</u>	Nov. 12-Feb. 23	104	8	16
<u>Woodcock</u>	Dec. 10-Feb. 12	65	5	10

Shooting Hours

1. Doves: Noon to sunset Sept. 3-4, Oct. 15-16, and Dec. 10-11; the remainder of the season 1/2 hour before sunrise to sunset.
2. Snipe and Woodcock: 1/2 hour before sunrise to sunset.

NOTE: Rail and Gallinule season dates will be set at the August 1988 meeting of the Louisiana Wildlife and Fisheries Commission.

Bennie Fontenot presented a resolution to ratify the Louisiana-Texas Reciprocal Fishing Agreement on Toledo Bend Reservoir and Caddo Lake. Mr. Jenkins moved to ratify the resolution, seconded by Mr. McCall which was unanimously approved.

(The full text of the resolution is made  
a part of the record)

WHEREAS, the State of Louisiana, through the Louisiana Wildlife and Fisheries Commission, is authorized to enter into a reciprocal agreement with the State of Texas to establish sport fishing creel limits for Toledo Bend Reservoir and Caddo Lake under the authority of Louisiana Revised Statute Title 56:673, and,

Mr. Vinet made a motion to grant this request, seconded by Mr. McCall and was unanimously approved.

Dr. Hines made a motion to have the the August meeting on Thursday and Friday, August 4-5, 1988 at the Quail Drive Office. Mr. Jenkins seconded this motion which was unaimously approved. Both meeting days are official meeting days.

Under Other Business Mr. McCall stated that there is a problem obtaining non-resident shrimp licenses. This problem will be worked out.

Mr. Jenkins stated that he would like to get information on the wholesale/retail value of the alligator. This information will be made available at the next meeting.

Kell McInnis advised that emergency action from the Commission was needed to close an area in Terrebonne Parish for two days to shrimping until the Governor could sign HB 1409 which changes the boundaries for inside/outside waters for shrimping. Dr. Hines made a motion to take this action, seconded by Mr. Vinet and passed unanimously. The precise coordinates of the affected area, triangular in shape, are:

From the most easterly point of land on the west side of the mouth of Grand Bayou du Large, latitude 29 degrees 10 minutes 52 seconds north, longitude 90 degrees 57 minutes 42 seconds west.

Thence north 89 degrees 49 minutes east for approximately 2,500 feet to a point at the mouth of Fish Bayou, latitude 29 degrees 10 minutes 52 seconds north, longitude 90 degrees 57 minutes 14 seconds west. Thence in a southeast direction along shoreline to the southeasterly most point on the west shore of Bayou Grand Caillou, latitude 29 degrees 10 minutes 20 seconds north, longitude 90 degrees 56 minutes 36 seconds west..

Thence south 82 degrees 59 minutes east approximately 1,608 feet to the easterly side of Bayou Grand Caillou, latitude 29 degrees 10 minutes 18 seconds north, longitude 90 degrees 56 minutes 18 seconds west. Thence in a southeast direction along the northeast shore of Caillou Bay to the most westerly point of land on the north side of Grand Pas des Ilettes, latitude 29 degrees 07 minutes north, longitude 90 degrees 53 minutes west.

Dr. Hines made moved to adjourn the meeting, seconded by Mr. McCall. The meeting was adjourned.

RESOLUTION

Louisiana Wildlife and Fisheries Commission

Louisiana Department of Wildlife and Fisheries

July 8, 1988


WHEREAS, authority to adopt seasons, bag limits, possession limits and other rules and regulations for the hunting, taking and possession of any species of wild game bird or quadruped is vested in the Commission by Title 56, Section 115 (A) and

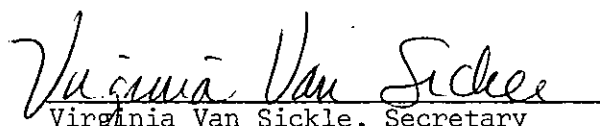
WHEREAS, this action will provide for the protection and conservation of these natural resources and allow for recreational opportunities for sport hunting on both public and private lands and

WHEREAS, the Commission and Department biologists have jointly reviewed and considered all available biological information and requests from sportsmen of the state and

WHEREAS, these season dates, bag limits, rules and regulations were proposed on April 29, 1988 and have been published as a Notice of Intent in the Louisiana Register in accordance with the Administrative Procedures Act, now

THEREFORE BE IT RESOLVED, that the attached rules, regulations, seasons dates and bag limits affecting sport hunting of resident game species of Louisiana for 1988-89 are adopted by the Louisiana Wildlife and Fisheries Commission.

  
Joe Palmisano, Chairman  
La. Wildlife and Fisheries  
Commission

  
Virginia Van Sickle, Secretary  
La. Department of Wildlife and  
Fisheries

RESOLUTION

Louisiana Wildlife and Fisheries Commission  
Louisiana Department of Wildlife and Fisheries

WHEREAS, the Department has legal authority with Commission approval to establish rules and regulations governing the management of alligators on both public and private lands, and

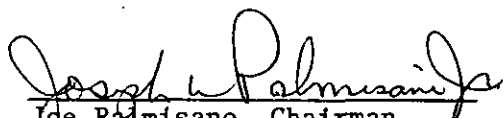
WHEREAS, areas managed by the Louisiana Department of Wildlife & Fisheries have substantial numbers of surplus alligators, and

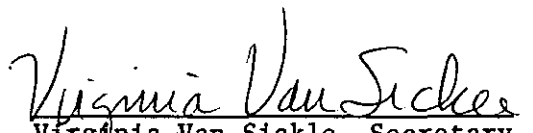
WHEREAS, it is important through a biologically sound management program to remove these surplus animals on an annual basis, and

WHEREAS, the alligator is recognized as an economically valuable commercial species, and

WHEREAS, The Game Division is proposing to begin public bidding procedures for alligator tags to be used on certain areas managed by the Department

THEREFORE BE IT RESOLVED, the Department is hereby authorized to institute public bidding for alligator tags on lands managed by the Department of Wildlife & Fisheries.

  
Joe Palmisano, Chairman  
La. Wildlife and Fisheries  
Commission

  
Virginia Van Sickle, Secretary  
La. Department of Wildlife and  
Fisheries

PUBLIC NOTICE  
1988-89 EXPERIMENTAL WILDLIFE MANAGEMENT AREA ALLIGATOR HARVEST

This summer the Game Division of the Louisiana Department of Wildlife and Fisheries will select hunters to take alligators on certain wildlife management areas (WMAs) based on a bid system, which is described later in this notice. The WMAs involved include Pearl River (St. Tammany Parish), Joyce (Tangipahoa Parish), Manchac (St. John Parish), Sherburne and Atchafalaya National Wildlife Refuge (ANWR) (St. Martin, Iberville and Pointe Coupee Parishes), Spring Bayou and Grassy Lake (Avoyelles Parish). Please refer to the attached map for location of these WMAs. Some areas have multiple hunters and the tag allotment for these areas are as follows:

<u>WMA</u>	<u># Hunters</u>	<u># Tags</u>	<u>Total</u>
Pearl River	2	38 38	76
Joyce	1	15	15
Manchac	2	38 38	76
*Sherburne	1	8	8
**Atchafalaya NWR	1	30	30
Spring Bayou	2	25 25	50
Grassy Lake	1	10	10

\*No alligator hunting in Big and Little Alabama Bayous.

\*\*You must have an airboat to trap the Atchafalaya National Wildlife Refuge.

Previous alligator harvest records indicate 95-100 percent of this tag allotment should be filled with an average size of approximately 7 feet per gator. These two figures may vary depending on the experience of the trapper.

Hunters will be selected for a two year period. Applicants will submit bids as to the percentage of the hide-income they are willing to pay this department. The hide-income will be determined by the dealer sale-



transaction forms and must reflect both feet and inches of each hide and price-per-foot paid. The highest bids will be selected, provided the application is also acceptable. In case of a tie bid, <sup>adrawing from a hat</sup> ~~the best application~~ will determine the winner. The minimum acceptable bid is 25.00 percent. Do not split a percentage point smaller than quarters (i.e. 28.25, 28.50, 28.75, 29.00). Bids will be accepted up until the opening time of August 10, 1988, at 9:00 A.M. in the Wildlife and Fisheries Conference Room at Quail Drive. Successful bidders will be notified to come in and sign a contract and leave a 10% (based on potential catch and value) non-refundable deposit. At that time, a license and tags will be issued to the hunter. Only one winner will be allowed per household. An individual can apply and bid on more than one area but can only be selected for one area. Each successful hunter may not have more than one helper. A total of 10 hunters and 7 alternates will be selected based on the following criteria:

- 1) Applicants must be Louisiana residents at least 16 years of age.
- 2) Previous trapping and /or alligator hunting experience on the various WMAs or Refuges.
- 3) Previous alligator hunting experience in Louisiana.
- 4) Ownership of essential equipment for alligator hunting on the various WMAs or ANWR.
- 5) Each applicant must be able to report to the Refuge or WMA each morning.
- 6) Ability to follow specific instructions issued by Departmental personnel.
- 7) Ability to maintain required records.
- 8) All applicants will be checked for past wildlife violations for a period of five years.

If and only if you can meet these preliminary criteria and if you are interested in participating in this experimental alligator harvest on these WMAs and ANWR request an application form from the following address:

Louisiana Department of Wildlife and Fisheries  
1988-89 WMA Alligator Harvest  
P. O. Box 98000  
Baton Rouge, LA 70898-9800

Please do not request an application unless you can meet the previously mentioned criteria. If additional information is needed, please call the Baton Rouge office at (504) 765-2360 or the Opelousas office at (318) 942-7553. The Department of Wildlife and Fisheries reserves the right to reject any and all bids.

EXPERIMENTAL  
ALLIGATOR HUNTING APPLICATION  
WILDLIFE MANAGEMENT AREAS

1988-89

9:00 AM

Applications must be in by August 10, 1988 (no exceptions)

NAME: \_\_\_\_\_ PHONE: Home \_\_\_\_\_ Office \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street or Box No. City or Town Zip

SOCIAL SECURITY NUMBER: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

I wish to trap alligators on \_\_\_\_\_ WMA. (Complete separate application for each area for which you are applying. Please provide the following information on your previous alligator hunting experiences.

YEAR: 1987 LICENSE NO. \_\_\_\_\_

Landowner (Name): \_\_\_\_\_

Phone: Home \_\_\_\_\_ Work \_\_\_\_\_

Number of tags issued \_\_\_\_\_ Number of tags used \_\_\_\_\_

Please provide the same information on additional landowners on reverse side.

YEAR: 1986 LICENSE NO. \_\_\_\_\_

Landowner (Name): \_\_\_\_\_

Phone: Home \_\_\_\_\_ Work \_\_\_\_\_

Number of tags issued \_\_\_\_\_ Number of tags used \_\_\_\_\_

YEAR: 1985 LICENSE NO. \_\_\_\_\_

Landowner (Name): \_\_\_\_\_

Phone: Home \_\_\_\_\_ Work \_\_\_\_\_

Number of tags issued \_\_\_\_\_ Number of tags used \_\_\_\_\_

Please provide the following information on the boats you own and plan to use for harvesting alligators.

Boat Registration Numbers: LA \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Length \_\_\_\_\_ Width \_\_\_\_\_

Horsepower: \_\_\_\_\_ Type of Engine \_\_\_\_\_

List any previous wildlife and fisheries violations and year.

Are you self-employed (check one) YES \_\_\_\_\_ NO \_\_\_\_\_

If not self-employed provide the following information:

Employer: \_\_\_\_\_

Name Address

Immediate Supervisor \_\_\_\_\_

Name Telephone

Are you still in school? YES \_\_\_\_\_ NO \_\_\_\_\_

I certify that the information I have provided in this application is true. that falsification of this information may cause my application to be rejected, my name removed from the eligible register and/or subject me to immediate dismissal from this project.

Signature of Applicant

Date

I officially bid \_\_\_\_\_ of my bid-amount which I will pay to the Department of Wildlife and Fisheries if I am selected.

RETURN APPLICATION TO: Louisiana Department of Wildlife and Fisheries

Cummins Division, 88-89 Gator Harvest

P. O. Box 98000

Baton Rouge, LA 70898-9000

in enclosed envelope  
pink purchasing

Administrative Guidelines, 1988-89 Experimental  
Wildlife Management Area (WMA) Alligator Harvest

1. Public notice must be made in local newspapers by July 25. Bid applications will also be mailed to any individual upon request.
2. Bid opening at Quail Drive Conference Room August 10, 1988 at 9:00 A.M.
3. The District Supervisors and Area Supervisors of the WMAs affected will review the applicants for the following criteria:
  - a) Applicants must be Louisiana residents at least 16 years of age.
  - b) Previous trapping and /or alligator hunting experience on the various WMAs or Refuges.
  - c) Previous alligator hunting experience in Louisiana.
  - d) Ownership of essential equipment for alligator hunting on the various WMAs or ANWR.
  - e) Each applicant must be able to report to the Refuge or WMA each morning.
  - f) Ability to follow specific instructions issued by Departmental personnel.
  - g) Ability to maintain required records.
  - h) All applicants will be checked for past wildlife violations for a period of five years.
4. After this review is complete the remaining highest bidders will be selected for each WMA or segment of each WMA for the 1988 and 1989 season. Winning bidders must be Louisiana residents, at least 16 years old and only one winner per household. Individuals can only be selected to trap one area.
5. Income from the Atchafalaya National Wildlife Refuge will be remitted to the U. S. Fish and Wildlife Service.
6. Sport hunting will be allowed as long as we receive the bid percentage on feet and inches of the sport hunters gator.

7. The 10 hunters must be notified to come in and attend a meeting either at Baton Rouge or Opelousas during the week prior to the alligator season to sign a contract, purchase license and tags, leave estimated 10% non-refundable deposit and receive all necessary instructions. (Checks made payable to Department of Wildlife and Fisheries).
8. Alligator tag allotments have been established as follows:

<u>WMA or Refuge</u>	<u># of Hunters</u>	<u># Tags</u>	<u>Total Tags</u>
Pearl River	2	38 38	76
Joyce	1	15	15
Manchac	2	38 38	76
*Sherburne	1	8	8
**Atchafalaya NWR	1	30	30
Spring Bayou	2	25 25	50
Grassy Lake	1	10	10

\*No trapping in Big and Little Alabama Bayous.

\*\*Airboat required but limited to after 9:00 A.M. during September Teal season.

9. One alternate should be selected for each WMA and notified they may be called to finish out a season or step in the following season.
10. Area Supervisors should establish contact and set daily schedule to review progress of these hunters.
11. Trappers must present all gator hides for inspection by Area Personnel to obtain lengths of each tagged gator before it is sold.
12. Modifications of the guidelines may occur as the season progresses.
13. Hides must be sold and payment remitted to Louisiana Department of Wildlife and Fisheries and U. S. Fish and Wildlife Service by October 15 of each year.

14. A telephone survey of alligator hide buyers around the region must be done during the season to obtain an average price paid per foot. We must receive our percentage based on a price per foot that is within 15% of the average price at that time.
15. All other rules and regulations pertaining to alligators adopted by the Louisiana Wildlife and Fisheries Commission also apply.

LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES

CONTRACT FOR EXPERIMENTAL ALLIGATOR HUNTING ON \_\_\_\_\_ WMA (1988-89)

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street or Box No. City or Town Zip

I hereby agree to follow all the rules and regulations pertaining to Wildlife Management Areas and to alligator hunting.

Specifically I further understand that:

1. A single firearm may be carried on these wildlife management area hunts. You may have the firearm in your possession only when you are checking your lines. Otherwise the firearm must remain at our camp, houseboat or shrimp boat. The firearm can be utilized only to kill alligators. No other type of wildlife (including blackbirds and grackles) are to be harmed in any way.
2. No nighttime activities will be allowed unless specified by Department personnel. You may leave your camp to enter the WMA at sunrise and you must return to your camp or leave the WMA by sunset.
3. No littering of any kind will be allowed. You are responsible for proper disposal of all garbage and trash from your camp or houseboat.
4. I agree to pay \_\_\_\_\_ percent of my hide income as determined from signed Buyer/Dealer Transaction forms, which I will provide, to the Department of Wildlife and Fisheries, less my 10% deposit, no later than October 15, each season. I understand my price will be compared to the average price paid by other Buyers and that my price must be within 15% of that average.
5. Each hunter will have to keep records as specified by Departmental personnel. However, I understand I must present by tagged gator or gator hides to area personnel for inspection and measuring before I can sell them.
6. Selected hunters will provide all of the equipment necessary for harvesting his quota of alligators. Lack of proper equipment or continued failure of equipment will be grounds for termination.
7. Each selected hunter may have only one licensed helper present at any one time, however this does not alleviate the responsibility of the selected hunter for being present on a daily basis.
8. Unless otherwise specified each hunter must take alligators only from his designated unit.
9. Unless otherwise specified all alligators will be taken by the hook and line fishing technique. All alligators that are caught on the lines shall be taken. You must set lines so as to minimize the capture of alligators less than 4 feet long. However, no alligators may be cut loose from hooks and lines for purposes of selecting larger alligators.
10. No type of wild birds or animals may be used for bait. You must supply your own bait and it should be of some type of domestic animal (beef melt, tallow or lung or poultry parts) or a commercial fish species.
11. Alligators must be tagged upon taking. Before you proceed to your next line, the alligator tag must be in place and fully locked.
12. Violation of any of these agreements by you or by your licensed helper will be grounds for cancellation of your alligator hunting privileges, revocation of all alligator tags and immediate removal from the area, as well a citation being issued where appropriate.
13. Modifications in guidelines may occur as the season progresses.

14. This contract becomes effective August \_\_\_\_\_, 1988, and terminates at project completion.

I have read the above and understand that by signing below I agree to the above terms.

\_\_\_\_\_  
Alligator Hunter Signature

\_\_\_\_\_  
Alligator Helper Signature

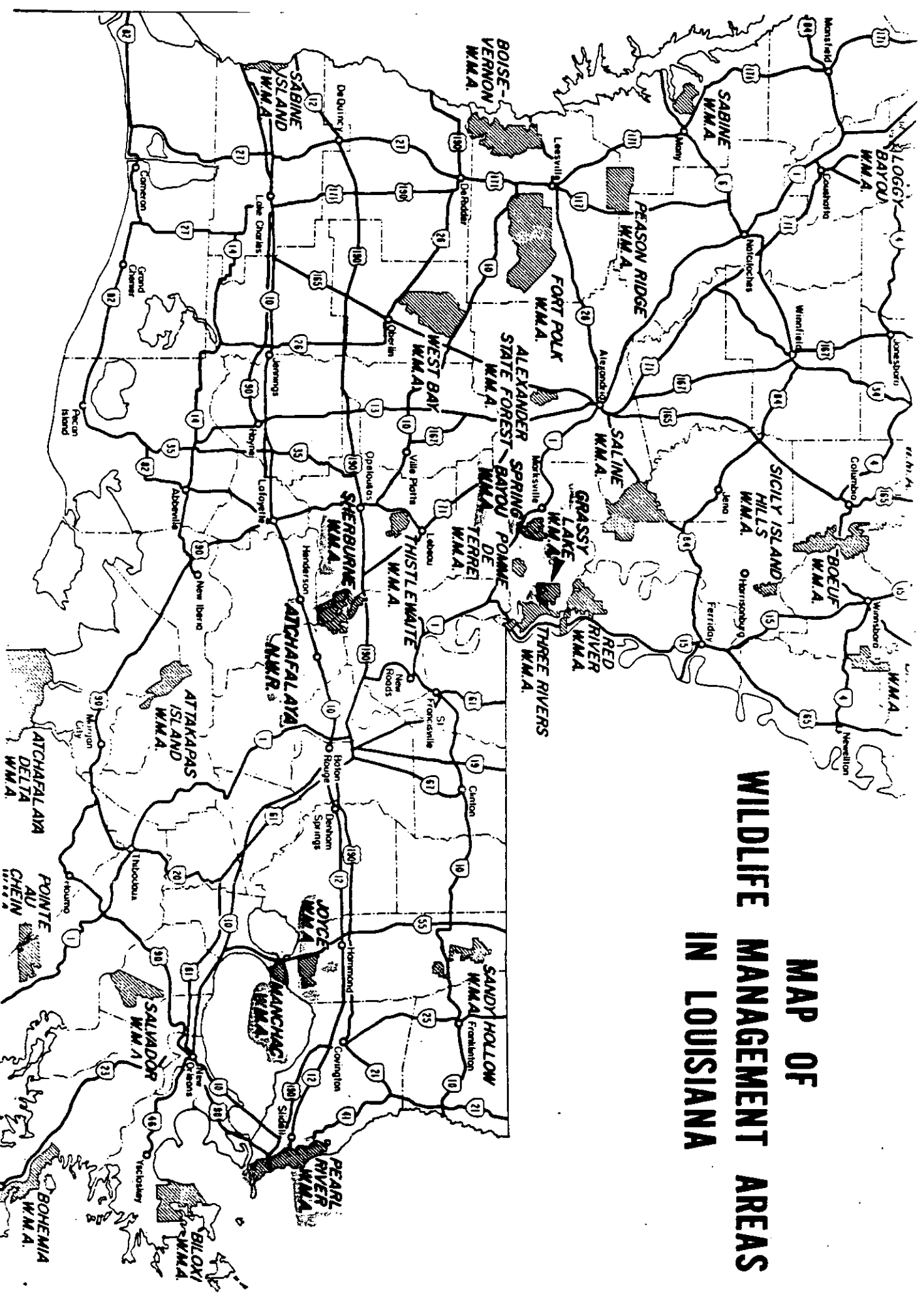
APPROVED: \_\_\_\_\_  
Louisiana Department of Wildlife  
and Fisheries

\_\_\_\_\_  
Date

UNIT ASSIGNMENT: \_\_\_\_\_




# MAP OF WILDLIFE MANAGEMENT AREAS IN LOUISIANA




EMERGENCY RESOLUTION ADOPTED BY THE LOUISIANA WILDLIFE AND FISHERIES  
COMMISSION AT THE REGULAR MEETING HELD IN BATON ROUGE, LOUISIANA,  
FRIDAY, JULY 8, 1988.

- WHEREAS, The Louisiana Department of Wildlife and Fisheries has the authority under State and Federal Statute to establish an alligator season, and
- WHEREAS, The alligator population in Louisiana has been determined by biologists of the Department to be capable of sustaining an annual harvest of surplus animals; and
- WHEREAS, The removal of the surplus animals is considered to be a wise use of this natural resource of the state of Louisiana.
- THEREFORE, BE IT RESOLVED, That the Louisiana Wildlife and Fisheries Commission does hereby adopt the following rules, regulations, and guidelines for administering the 1988 alligator season.

This is to certify that the above and foregoing is a true copy of the excerpt of the minutes of the meeting of the Louisiana Wildlife and Fisheries Commission held in Baton Rouge, Louisiana on Friday, July 8, 1988.

  
Virginia Van Sickle, Secretary  
La. Dept. of Wildlife & Fisheries

  
Joe Palmisano, Jr., Chairman  
La. Wildlife & Fisheries Commission

## Declaration of Emergency

Department of Wildlife and Fisheries

La. Wildlife and Fisheries Commission

In accordance with the emergency provisions of R.S. 49:950-970, the Administrative Procedures Act and under the authority of R.S. 56:260, the Secretary of Department of Wildlife and Fisheries declares that the alligator population in Louisiana has been determined by biologists to be capable of sustaining an annual harvest and the removal of surplus animals is considered to be wise use of this natural resource. Annual surveys of nesting activity determine the number to be harvested and can only be made for a few days at the end of June or first week in July. Alligator harvest quotas are then calculated for 3.9 million acres of alligator habitat, are made available for public comment and Commission action in August. The season recommended this year is 31 days from September 10 through October 10, 1988. Since the actual numbers cannot be generated and comply with normal the time frame of 3 months, then the Secretary and Commission must declare an emergency to accommodate provisions of the Administrative Procedures Act.

  
Virginia Van Sickle

NOTICE OF INTENT

Department of Wildlife and Fisheries

Wildlife and Fisheries Commission

The alligator industry of Louisiana represents a renewable resource, valuable to the economy providing income to in excess of 1,000 participants for the 30-day harvesting season. The annual harvest of surplus and nuisance animals is in keeping with wise wildlife management techniques based upon scientific research and resulting management.

The regulations governing the taking, tagging, tag allotment, sale and shipment of alligators and products for the 1988 season may be viewed at the Quail Drive Office off Perkins Road, Baton Rouge, Louisiana, phone: (504)765-2344.

The Department Secretary shall be authorized to close or extend the alligator season as biologically justifiable.

Interested persons may submit written comments on the proposed rule to Johnnie Tarver, Department of Wildlife and Fisheries, P.O. Box 98000, Baton Rouge, Louisiana 70898.

  
Virginia Van Sickle, Secretary  
La. Dept. of Wildlife & Fisheries

ALLIGATOR REGULATIONS ADOPTED BY THE LOUISIANA WILDLIFE AND FISHERIES COMMISSION AT ITS REGULAR MEETING HELD IN BATON ROUGE, LOUISIANA ON FRIDAY, JULY 8, 1988.

The Louisiana Department of Wildlife and Fisheries recommends that an alligator season be hereby established in accordance with the following regulations: No exceptions of these procedures will be permitted, and anyone taking alligators contrary to these regulations will be charged in accordance with Title 56 of the Louisiana Laws Pertaining to Wildlife and Fisheries, appropriate federal laws, Wildlife and Fisheries Commission regulations, and/or Louisiana Department of Health and Human Resources Regulations.

1. Open Area - Alligator habitat in the state of Louisiana. Harvest quotas will be rigidly controlled according to alligator population estimates within all of the state's wetland habitat types.
2. Harvest season - The open season shall run for a 31-day period beginning on September 10, 1988 and continue through October 10, 1988. It is legal to take, possess, or sell alligators or their skins under 4 feet in length as provided for by rules and regulations of the Commission. A special Department permit shall be issued to alligator hide dealers, farmers, and hunters in order to ship alligator skins below 4 feet in length.
3. Harvest methods - Alligators may be taken only during daylight hours, between official sunrise and official sunset. If a licensed hunter is cited for hunting alligators out of season, at night or on property other than that for which tags were assigned, all tags and skins for the current season will be confiscated in addition to revocation of the alligator hunting license. Special instructions will be issued to the holders of alligator hunter licenses shortly before the opening of the season describing

detailed methods regarding the skinning of alligators. Skins processed contrary to the specific requirements of the Department will be considered illegal and will be confiscated by Department personnel. Pole hunting is prohibited to protect the nesting female population. Hooks and lines may be set no more than one day prior to the season opening. No hook and line shall remain set after the closing day of the alligator season. All alligator hooks and lines must be checked daily and all hooks and lines must be removed when a hunter's tag quota is reached. Alligators cannot be cut loose from hooks and lines for purposes of selecting larger alligators.

4. Licenses - An alligator hunter must have in possession a valid commercial alligator hunter license to take or sell alligators or their skins or other alligator parts. The fee for the resident license is \$25.00 per year and for the non-resident \$150.00. These licenses are non-transferable. In order to obtain a resident license, the hunter must have established bona fide residence in the state. A hunter must complete application forms provided by the Department and furnish proof that he owns the land or has an agreement with the landowner or another authorized hunter to hunt alligators on the specified property. Information as to the location and acreage of the property must be provided (all land descriptions must include parish, township, range, and section delineation figures).

Applications must be submitted beginning August 1, 1988. Property ownership and description requirements do not apply to public lake hunters. The alligator hunter license will be issued only after the hunter has satisfactorily complied with the above requirements. Commercial alligator hunter licenses will not be

issued after September 19, 1988. Alligator sport hunter licenses may be issued throughout the season. Non-resident hunters and resident sport hunters must coordinate their hunt through landowners and licensed resident hunters. A non-resident hunter may take no more than 3 alligators per season. A fur buyer license or fur dealer license is required for purchasing and handling raw alligator skins in Louisiana. An alligator parts dealer license is required of any person who deals in alligator parts other than hides and who: (a) Buys from an alligator hunter or farmer for the purpose of resale; or (b) Manufactures within the state alligator parts into a finished product; or (c) Purchases, cans, processes, or distributes alligator meat for wholesale or retail. A retailer selling canned alligator parts or a retailer purchasing alligator parts from an alligator parts dealer or restaurant selling prepared alligator meat for human consumption shall not be classified as an alligator parts dealer. The fee for the parts dealer license is \$50.00 per year. Persons or firms entering alligators or alligator skins and/or parts in interstate/foreign commerce in the course of a commercial activity must be licensed in accordance with state and federal regulations. Persons shipping alligators, or alligator skins and/or parts to another state or country must do so in accordance with the regulations of that state or country. Each retailer selling canned alligator parts or purchasing alligator parts and each restaurant selling prepared alligator meat for human consumption shall secure a license from the Department before commencing business. The license shall be secured annually and shall be furnished upon the payment of five dollars.

5. Tagging - In addition to a valid commercial alligator hunting license, the hunter must also obtain from the Department, and have in his possession while hunting, official tags which must be firmly attached to each alligator immediately upon taking. Numbered tags will only be issued in the name of license holders for a sum of \$2.00 per tag for the 1988 season. Alligator tags will not be issued after September 19, 1988. Tags must be attached and locked in the last six (6) inches of the tail. The tags must remain attached to the skin until finally processed by the fabricator. It shall be illegal to possess alligators or alligator skins in Louisiana without valid official tags attached. Failure to properly tag an alligator or skin will result in confiscation of both the alligator or skin and tag. Official alligator tags will be issued only to alligator hunters, and farmers and only to those who have authorized applications. The number of tags will be issued on the basis of the quantity and quality of the habitat, and the rate per acre will be fixed based on extensive population estimates. Tags will be issued for alligator habitat only, based on final decision of Department biologists. Tags issued on public lakes are non-transferable and limited to 5 per hunter. No more than this fixed number of tags will be issued. Each official tag will bear a characteristic number, and the tag number issued to each hunter will be recorded. Hunters will be held accountable for all alligator tags issued to them. Unused tags must be returned by the hunter to the Department no later than 15 days following the close of the season. Department personnel must be notified, within 15 days following the season, of any alligator hides not sold to a commercial buyer or dealer on official Louisiana Department of Wildlife and Fisheries forms provided. Lost or stolen tags will



not be replaced but must be reported within 15 days of close of season. Tags can be used only on the lands applied for and approved on the application. Tags furnished by the Louisiana Department of Wildlife and Fisheries must be attached to all alligator meat/parts upon transfer by a hunter or farmer.

6. Alligator Farmers and Breeders - Licensed alligator farmers or breeders must have Department authorization to kill and skin their alligators but must follow the same rules and regulations which apply to wild alligators (except farm alligators can be harvested during closed season with Department approval).  
Alligator farmers or breeders must have Department authorization to sell or transfer live alligator or alligator eggs.
7. Sale of Alligator Skins - All alligator skins taken during the alligator season must be validated by personnel of the Louisiana Department of Wildlife and Fisheries prior to the hides leaving the state. Special skinning instructions will be verified, and any skins not prepared according to instructions issued in advance of season will be considered illegal. Buyers/dealers must abide by special skinning instructions or be subject to forfeiture of improperly skinned hides.
8. Buyer/Dealer Hide Records - All buyers and dealers making purchases of alligator hides shall maintain a complete set of records of all purchases and sales. Such records will include names and addresses of buyers and/or sellers, alligator hide tag number and length, and date purchased. Dealers will submit reports as required by the Department for all hides purchased/sold. Every buyer or dealer having raw alligator hides in his possession shall file with the Department within sixty days after the close

of the alligator season, or prior to shipping out-of-state, a complete report as specified on forms provided by the Department.

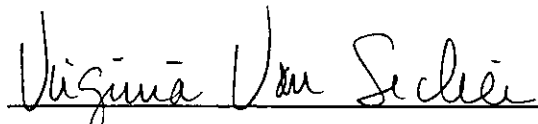
9. Shipment - All interstate shipments of raw alligator skins must be tagged with official out-of-state shipping tags provided by the Department. All shipments of skins within the state must be tagged with official Louisiana Department of Wildlife and Fisheries in-state shipping tags. A severance tax of 25 cents per hide must be paid on all out-of-state shipments at the time skins are transported or shipped.
10. Sale of Meat and Parts - Meat and other parts from lawfully taken alligators can only be sold according to Louisiana Department of Health and Human Resources regulations, Louisiana Department of Wildlife and Fisheries regulations, and federal laws. Alligator meat sold for human food must be processed in a licensed facility approved by the Louisiana Department of Health and Human Resources. If a person or firm is cited for buying or selling alligator meat that was not processed through a licensed alligator processing plant, all alligator meat in possession will be confiscated. Alligator hunters, farmers, and parts dealers shall maintain records of all transactions, purchases and sales on forms provided by the Department. These forms shall be submitted to the Department within 30 days following the close of the season and thereafter at 60-day intervals until all parts are sold. All alligator meat and parts, excluding hides, shall be tagged with an official alligator parts tag (Color: Blue) to be furnished by the Department. Hunters, farmers, and alligator parts dealers shall furnish a bill of sale to all retailers and restaurants purchasing alligator parts. This bill of sale shall be maintained for a period of six months.

11. Nuisance Removal Program - A statewide alligator nuisance removal program will be administered on an annual basis. This program will allow the taking of problem alligators within the confines of municipal, ward, parish, or state responsibility where there are alligator-people conflicts. Alligators taken under this program must be taken in accordance with state regulations and local regulations/ordinances. Skinning instructions issued by the Department will be valid for one year, until the next year's skinning instructions are issued. This nuisance removal program depends upon close cooperation of state, parish, and local authorities. Tags may be issued by the Department to an approved resident commercial licensed hunter who has been designated by Department supervisory personnel or officials of a local governing body. The number of tags issued will be based on the number of complaints received and the quantity and quality of alligator habitat involved. The Commission is hopeful this program will lessen the threat to people and property by reducing human/alligator contact.
12. Hunting on Public Lakes - The Department may select public lakes for an experimental alligator hunting program. The harvest will be controlled by a tag allotment for each lake as determined by population surveys by Department personnel. An alligator hunter can receive tags for and hunt on only one public lake each season. The tag quota for a public lake is 5 per hunter. Alligator tags issued on public lakes are non-transferable. Applicants for public lake hunting must be 16 years of age or older. Applications for public lake hunting must be received at least 10 days prior to the season opening date. In the event that the number of applicants for any particular public lake exceeds the number of

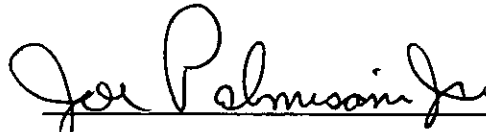
allowable hunters; a public drawing will be held to select hunters. Only the applicants whose names are drawn will be eligible to hunt public lakes.

13. Harvest Rates - Harvest rates are presently being calculated and will be determined by biologists of the Fur and Refuge Division. Aerial nest counts and night count surveys will be completed on 20 July, 1988. This data will be analyzed, harvest rates figured, and alligator tag allotments will be presented to Department/Commission administrators for their consideration.
14. The Department Secretary shall be authorized to close, extend or reopen the alligator season as biologically justifiable; harvest rates will be approved when available by the Department Secretary.

This is to certify that the above and foregoing is a true copy of the excerpt of the meeting of the Louisiana Wildlife and Fisheries Commission held in Baton Rouge, Louisiana on July 8, 1988.



Virginia Van Sickle, Secretary  
La. Dept. of Wildlife & Fisheries



Joe Palmisano, Jr., Chairman  
La. Wildlife & Fisheries Commission

LOUISIANA WILDLIFE AND FISHERIES COMMISSION REGULAR MEETING  
JULY 8, 1988. AMENDMENT TO ALLIGATOR HARVEST PROGRAM RULES  
AND REGULATIONS

Page 4, No. 5, Tagging

Change lines 5, 6 and 7 to read as follows:

"Numbered tags will only be issued in the name of the  
license holders for a sum of \$2.00 per tag."

38' Ft. are. price  
last year

24,200 tags last year  
x 2  
48,400

\$10,000,000 profit last year

*Goes w/  
Notes  
at 7/8/88*

Vote on original motion and substitute motion on Alligator Harvest Program -  
Statewide;

Original motion made by Don Hines to accept the Rules and Regulations and  
the Guidelines for 1988 Alligator Harvest Program with changes in No. 5,  
Tagging, lines 5, 6, and 7 to read "Numbered tags will only be issued  
in the name of the license holders for a sum of \$2.00 per tag".for 1988.  
Motion was seconded by Dale Vinet

Substitute motion made by Jack Cappel to accept the Rules and Regulations  
and the Guidelines for 1988 Alligator Harvest Program and delete lines  
5, 6 and 7 in No. 5, Tagging of Original motion by Don Hines.

Chairman Palmisano called for vote on Substitute Motion first. Vote  
as follows:

Don Hines - No

Jack Cappel Yes

Dale Vinet No

Warren Pol Yes

Jimmy Jenkins No.

Norman McCall No

Chairman Palmisano called for vote on Original Motion. Vote as  
follows:

Don Hines - Yes

Jack Cappel No

Dale Vinet Yes

Warren Pol No.

Jimmy Jenkins Yes

Norman McCall Yes

Original Motion passed, Substitute Motion failed.

DRAFT

Re: Advising Those on Waiting  
List No More Supplemental  
Agreements Will Be Pursued

Dear Mr. \_\_\_\_\_:

Because of a reduction in revenues and associated budget restrictions the Department of Wildlife and Fisheries is suspending the Supplemental Alligator Farming Program insofar as new applicants and participants are concerned. If the program is reinitiated in the future, your name will remain at it's present position on the waiting list and you will be contacted accordingly.

Technical questions may be addressed to Departmental personnel at the Rockefeller Refuge. However, official or binding commitments of this Department must continue to come from the Secretary.

Sincerely yours,

Virginia Van Sickle  
Secretary

DRAFT

Re: Alligator Farming/Ranching - Eggs/Young  
Come From Private Lands

Dear Mr. \_\_\_\_\_:

This letter is in reference to your alligator farming/ranching agreement with the Department of Wildlife and Fisheries. The agreement provides that the Department will assist with the collection of \_\_\_\_\_ eggs/young annually from lands owned by \_\_\_\_\_. The agreement period will extend to \_\_\_\_\_ unless revocation occurs. Conditions are identified in the agreement that would result in a reduced allotment.

Collection of eggs has been successfully completed and the eggs are currently being incubated at the Rockefeller Refuge. Hatchlings that result from the collection will be provided when available. As in the past the Department will continue to assist. However, in subsequent years we will require that one-half of all costs associated with the egg collection and incubation and subsequent hatchling production costs be paid by you.

Your agreement also requires that 17% of the annual eggs you collected be returned to the property from which taken as 4 foot alligators. Contact should be made with Mr. Ted Joanen at Rockefeller Refuge so he can make arrangements to select the individuals to be released and to monitor your transport and release efforts.

Technical assistance will continue to be provided by Department personnel at Rockefeller Refuge. However, official or binding commitment of this Department must continue to come from the Secretary.

Sincerely yours,

Virginia Van Sickle  
Secretary

Attachment



Jed

**ALLIGATOR FARMING/RANCHING AGREEMENT BETWEEN MR. EDWARD M. SIMMONS  
REPRESENTING E. A. McILHENNY ENTERPRISES INC. AND MR. ARNOLD LEGE AND  
THE LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES.**

Louisiana Department of Wildlife and Fisheries regulations governing Louisiana alligator farms and guidelines establishing Department priorities for farm extension type activities by Department personnel were adopted by Commission Board Action on January 27, 1978; incorporating regulations and procedure outlined in alligator farm proposal dated February 23, 1977.

The following basic regulations govern stocking and operation of alligator farms/ranches--especially when alligator stocks are removed from private lands for captive rearing purposes. This program is experimental; collection of wild farm stock is limited to one year with an option of a one year renewal.

1. Must meet Department approval as required under Title 56 of the Louisiana Revised Statutes. The most important factors that applicants will be judged by include land availability and suitability and the applicants operational plans.
2. Controlled environmental chambers, capable of maintaining a minimum constant temperature of 80 to 85° F, ample water, ample basking area, and adequate space, must be included in operational plans to house animals up to 4 feet in length.
3. Grow-out and breeding pen facilities are important attributes of a self-sustaining captive alligator program. Pen facilities must be incorporated into the farming/ranching operation and must meet recommendations of the Department.
4. Program applicable only to farms/ranches established within the state.
5. Record keeping must comply with existing Commission/Department regulations.
6. Periodic inspections will be conducted by Department personnel.
7. Applications for eggs/young must be submitted through the Fur and Refuge Division Chief's office in Baton Rouge or Rockefeller Wildlife Refuge, Grand Chenier, Louisiana.
8. The actual number of eggs/young allowed to be removed from the E. A. McIlhenny lands will be determined by the technical staff of the Fur and Refuge Division.
9. Collections of eggs/young are to be made throughout the property owned by E. A. McIlhenny. Collections from this area should not affect the numbers or size-class composition of the alligator population provided 17 percent of eggs collected are returned to the wild as 4-foot class animals.
10. These collections are to be made by Arnold Lege and the Louisiana Department of Wildlife and Fisheries.
11. The Department may revoke the license of farmers/ranchers violating Commission/Department regulations.
12. All other rules and regulations pertaining to the breeding, propagation and sale of alligators shall be determined solely by the Commission/Department.

Cognizant of Department regulations, I hereby agree to allow Mr. Arnold Lege/Louisiana Department of Wildlife and Fisheries to remove 1,000 eggs produced on E. A. McIlhenny lands in the Chenier Tigre area as a source of ranch stock and to further abide by all state/federal/regulations pertaining to alligator farming/ranching and commerce.

G. Battaglia, Manager  
Louisiana Department of Wildlife and Fisheries

8/19/87  
Date

Arnold Lege  
Alligator Farmer

6/21/87  
Date

Edward M. Simmons  
E. A. McILHENNY ENTERPRISES INC.

June 17, 1987  
Date

DRAFT

Re: Alligator Farming - Eggs Come From  
Rockefeller Refuge

Dear Mr. \_\_\_\_\_:

This letter is in reference to your alligator farming agreement with the Department of Wildlife and Fisheries. The agreement calls for the Department to provide you with \_\_\_\_\_ young or eggs each year. The agreement remains in effect until \_\_\_\_\_ unless cause for revocation occurs. Conditions are identified in the agreement that would result in a reduced allotment.

Collection of eggs has been successfully completed for this year and we anticipate that the allotted number, in the form of hatchlings, should be available. If the production of hatchlings is greater than the combined contracted amount for all participants in the program, it may be possible for you to purchase these excess individuals at a production cost of \_\_\_\_\_ each.

Your contract states that you are obliged to return 5% of the allotment received to the state in the form of live alligators of a minimum of 3 feet in length. For this year we will provide you with the option of providing this Department with 50% of the average selling price for this number of alligators assuming a 4 foot length.

Technical assistance will continue to be provided by Department personnel at the Rockefeller Refuge. However, any official or binding commitment of this Department must continue to come from the Secretary.

Sincerely yours,

Virginia Van Sickle  
Secretary

Attachment

ALLIGATOR FARMING AGREEMENT BETWEEN WAYNE SAGRERA, RT. 5, BOX 112, ABBEVILLE, LA. 70510, (318) 893-3194, AND THE LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES.

Louisiana Department of Wildlife and Fisheries regulations governing Louisiana alligator farms and guidelines establishing Department priorities for farm extension type activities by Department personnel were adopted by Commission Board Action on January 27, 1978; incorporating regulations and procedure outlined in alligator farm proposal dated February 23, 1977.

The following basic regulations govern stocking and operation of alligator farms---especially when alligator stocks are provided by the state. The program is experimental and the provision of stock by the State is limited to seven years per farm.

1. Must meet Commission/Department approval as legislated in Title 56 of the Louisiana Laws Pertaining to Wildlife and Fisheries, Revised 1982 Edition. The most important factors that applicants will be judged by include land availability and suitability and the applicants operational plans.
2. Controlled environmental chambers, capable of maintaining a minimum constant temperature of 75 to 80° F, ample water, ample basking area, and adequate space, must be included in operational plans to house animals up to 4 feet in length. Use of chambers would practically guarantee that the state receives its share of animals in a reasonable length of time and also be most advantageous to the farmer.
3. Cooperators are obliged to return to the state live alligators of a minimum size of 3 feet, representing 5% of the number of fertile eggs or young taken. The return of 5% back into the wild or to the state will adequately represent natural recruitment.
4. Grow-out and breeding pen facilities are important attributes of a self-sustaining captive alligator program. Pen facilities must be incorporated into the farming operation and must meet recommendations of the Department.
5. Program applicable only to farms established within state.
6. Record keeping must comply with existing Commission/Department regulations.
7. Periodic inspections must be conducted by Department personnel.
8. Applications for eggs must be submitted through the Fur and Refuge Division Chief's Office in Baton Rouge.
9. The Department may revoke the license of farmers violating Commission/Department regulations.
10. All other rules and regulations pertaining to the breeding, propagation and sale of alligators shall be determined solely by the Commission/Department.
11. The actual number of eggs/young provided each farm will depend upon annual availability of young/eggs and also could be influenced by the total number requested by various farms (i.e., if requests exceed availability; stock will be prorated on an equitable basis).

Cognizant of Department regulations, I hereby agree to accept 500 young for the year 1986, and to further abide by all state/federal/international regulations pertaining to alligator farming and commerce.

J. Brent Anzelle  
Louisiana Department of Wildlife & Fisheries

8-8-85  
Date

Wayne Sagura  
Alligator Farmer

8/1/85  
Date

July 7

Ratify Seasons 1988-89 Bateman

Rules and Regulations

Any discussion- Hines discussed proposed season

Palmisano-Briefly go through regulations & discuss

Bateman-Game dates, etc. bag limits, splits, change in Area 1

Butch summarized dates, bag limits, areas, etc. on 1988-89  
hunting seasons

Palmisano any comments from Comm.-None

Any comments from public

Robert Murry - Simpson

Represent himself Area 2-deer hunting-dogs season too long lack of  
info before seasons are established. Deer herd is available because

season is too long. Highly competitive hunting

Area 2 should be subdivided (Jackson Bienville deer harvest study

Jerry Broadway NW Fox Hunting Assn. Natchitoches

Area 2 No problem w/deer being harvested in area

Dog owner - dog hunters for (statement on dog hunter-for hunting  
w/dog) Biologist have done a good job-compared dog hunting season  
to bow hunting season

Eric Tyler- Prosser

representing La Dog Hunters Assn. supports dates passed by La.

Dog Hunters Association for Hog and still hunting

Randy Siebat Plaquemines Par

Dog season-open or close

Season closed-any contact with Plaquemines Parish Council

Bateman - no contact with Plaquemines Par. Council about opening parish  
to dog hunting

Siebert - used hurricane Juan as excuse to close dog hunting for two  
years. should be open

John Archer Ringgold

Coon Hunting Club support LDHA

Bateman - responded

1. Season closed for two years to dog hunting will stand by rec

2. dog hunting comments and rec.

Coon hunting w/dogs at night (squirrels, rabbits)

3. Robert Murry comments agree with some of things. Deer Management  
Task Force maybe formed. Butch would like approval-look at what  
is good for deer & not hunters

Hines

1. wasn't a portion of Plaq. P closed-yes

2. closure by parish council. parish has authority to stop dogs-  
went ahead. assumed authority 2 years ago.

3. cannot have a thousand of district.

Read from page 2 from 1987-88 hunting regulation "hunter plan"

Randy Siebat-Plaquemines Par.

pertaining to management program call dept. no one ever responded  
no survey do have deer to run dogs

DEXXS

Clyde (?) dyspe Plaquemines political problem

recommending opening just the east bank

Jerry Broadway - dog hunters should be represented on Task Force, if formed.

R. Murry - runing of deer by dogs in summer months/not done

Conservation between Palmisano & Clyde Dupre

Shell Dredging Lease

Don Puckett

prepared 3 lease tracts

Barney Barret-explained minor changes to maps calling "no dredging" rather than "restricted to"

Another point raised "seeking bids from out of state companies

Jenkins -sugg. adv. in states that have this type of dredging coastal areas

Hines - comments on bids

Virginia portion of tract

Don Title 30 required by law. have complied to in-state bidding would not jeopardize bidding out of state

Palmisano advertise only in La.

- \* Jenkins ~~XXXX~~ make an effort to advertise out of state made motion to instruct council and secretary to do this second by Pol discussion occured on how to go about adv. in other states advertise in Journal of Commerce list bid mail out to all companies motion carried

Short discussion followed on portion of tract

Barney-no dredging should be no fossil shell dredging Listen to tape

Susan Clay

Rep. shell dredging companies-if not a requirement in law can take it out (portion issue)

take action in morning

Virginia no informal meeting can take action on first day-meeting being taped - commission decides to take up tomorrow

Alligator Harvest program

Tarver (materials on 1987 alligator -emergency resolution

setting alligator season

2 parts:\$40.00 ft. price

a. regulations

b.after survey

reviewed alligator season from last year

prices maintained for the season

France, Japan-(?)

1988 harvest season

Sept. 20-Oct. 10 season change to \$2.00 per tag-defray cost of operation. Season last year \$10, what a tag allotment?

Misso - explained why tag allotment was changed. Financial difficulty

Jenkins- dept. should get benefits of increasing prices of alligator

Main consideration  
needs to get input from people involved-short notice  
not fair to make gator industry self-sufficient and not others  
farmers are will to share if done in a fair way

Vinet - looking at other industries in dept.

Misso- cease farming contracts permits will continue for ranching  
Lot of expenditure in program. Early could be a half of million dollars  
Steel McAndres-Egg pickup with (typed page)  
Vote see attached

Shell dredging Lease - Corky

Amendment to motion (Jenkins) that minutes show Sec. 3 be omitted  
from the standard lease form (Special instrument) if legally possible.  
Has to do w/what Sue Cloud brogght up. You may want to check. You may  
wnat to check with Corkey

Jenkins motion to accept  
Vinet-second  
Comm. adopted resolution  
Bids accept at 2:00 in bid ppoposal  
Sue Cloud nothigg  
leasing portion of tract  
Statu  
Sec. 127-Sec. A  
Not required to state in bid that you don't have-you may actually  
to bid on a portion of  
Not say inbid package that you accept portion bids.Failed to see  
why you have to advertise for portions  
Portion part is not necessary in bid  
pointed out to Comm. for further consideration

Jenkins - Intant of amendment to Jenkins motion omit - *Vinet*  
~~Section 3~~ Section 3 be omitted from the standard lease form(Special  
instrument) ~~xx~~ if legally possible  
Motion passed w/ amendment

MOU -Oyster Closing  
Dept. Resp. enforcement of closure lines  
Request the secretary have authority to sign and execute MOU  
Vinet-McCall - passed

August Meeting Thursday & Friday 4th & 5th Baton Rouge  
Hines-Jenkins  
Both are official meeting days

Other Business

McCall - shrimp non-resident licenses Boat other states having  
hard time getting unloading permit-easier way?  
Corky statement License Sectionwill be on line-people who license  
will be \_\_\_\_\_ people who never have problem

Bettsie-cannot set up private individual,state treasurer has prohibitions  
for this.

Vinet - can she buy them herself when issue? (non-resident license)  
Corkey-will look into and if no statutory work it out

hides . Should be more than \$2.00 per tag.

Palmisano - receiving call from people about \$2.00 per tag before Commission members knew about it.

McCall - is this going to be a one time thing?

Misso - No

McCall - public should be allowed to have input

- \* Misso -(Get ? for Paula) Three draft letters & two contracts passed out-alligator farming ing Ranching reasonable proposal \$2.00 Flying - July

Jenkins - kind of helicopter (renting)

Why a jet helicopter?

Virginia - good question

Misso went on to explain second draft letter and contracts

Palmisano question about Fur & Alligator Council & \$20.00

Misso explained ~~XXXXXX~~ third letter in package

McCall-question regulate sell or transport young live alligators?

Johnnie only reg is that if he has a letter from Sec of dept. people can sell

Palmisano any comments

Daryl Dupont - rep. La. Hunters Trapping Assn. asked that dept. postpone \$2.00 tag for a m so they can get together

Trapper

10-45-50% ~~trapping~~ pays landowner (Nationwide) La. 25%-35%  
6 1/2 to 7 ft. alligator -av. alligator

Elton Leech - Hunter alligator why move season from Sept. 5 to Sept. 10

Johnnie-spring temp delayed nesting process

Leech - commented & question who is going to pay the \$2.00 per tag-landowner or hunter

Charlie Pettifer-Trapper from Cameron Par

Hines selling of domestic alligator - dept. receive 25% severance tax on each gator. why don't we charge \$2.00 for domestic gator

Tarver everybody is going to pay \$2.00 per tag, ranching etc. all

Jenkins-brought up severance tax ~~XX~~ ~~XX~~ (.25)

Sted McAndrew - alligator farmer-started back in 82 discussed the alligator farming program. does not feel like it is a give me program most of the farmers trying to recoup original investment. Alligator farming very small industry-dept has put in a lot of money, time into dept. program has not matured yet.

Question on bill in legislature

Misso final comments on alligator ranching-stick with people we have and will honor contracts for ten years

C. Peltifer - alligators out of state bring back up tomorrow

#### Game Breeders

Butch sets down guide lines pen specifications Notice of Intent  
will set specific guidelines for game breeding \$25.00 license now  
Butch read resolution  
Motion - Vinet  
Second - Pol  
Discussion none  
resolution passed

#### WMA Alligator Hunting Season

Butch information purpose  
money making procedure

Bob Love presentation on alligator tags issued on wma  
Explain how this program would work 6 wma La 1 national Atchafalaya  
monies for Atchafalaya will go to USFWS  
Dist VI & VII two districts that will be impacted  
Minimum bid 25% Abbeville auction date?  
Reason is instead of giving tags away-we will sell them-all  
informational purposes

\* Jenkins would like a report after bidding process

Hines why does this need action?  
How is covered under Johnnie emergency action

Bateman - the harvest has been going on simply going through a bid process

Hines - would think this would require a resolution  
Bateman - will prepare a resolution for Friday, July 8 to present to the Commission

Hines- how handle a tie bid-should be in resolution

by drawing is suggested

#### Shooting Preserve License

Mike Olinde - explained notice of intent on shooting preserve license  
Resolution prepared & read  
Motion Hines  
Second McCall  
Motion adopted

#### Tentative HS dates-Migratory Game Birds

~~By TOMMY PRICKETT~~ Tommy Prickett-game season dates  
Jenkins - will not know what duck season will be

Bateman - may have dates for duck season at August Comm. meeting

Pol - different dates

Palmisano-direct item # 7 to hunting & regulation committee meeting



Dates have to be back to Washington by August 10

Jenkins - questions on dove shooting hours

Hines - Snipe Season back to 23rd of February

Palmisano - take issue under advisement in morning

Ratification La-Texas Reciprocal agreement

Bannie Fontenot

Jenkins moved McCall second adopted

Enforcement Report

Winton Vidrine game report

Total cases-statewide 1,672 total 1,528 enf 144 other divisions  
class 4 violation can confiscate anything

Region 8 lots of cases lots of commercial violations

SWEEP REPORT

Vinet question comm lic # of everyboat that sell & buy shrimp  
boat name is not sufficient

90% of dealers do not know this dept. should notify dealers

Corky Perret commented on how requirements came about-beam on books  
for 15 years-real enforcement problem  
concluded report

- \* Virginia - put out a press release regarding rule on  
Cappel  
Pol  
adopted

Operation Game Thief

Brian LaCaze- 1984 July - toll free # since 1984, July 1

1122 ogt gases logged with dept.

939 calls since Jan. 1988

30% of calls coming in are not violation

\$7,830 (1987)

1,300 (1988)

Video tape recorder and player

Jenkins complaints that on hot line were not being checked wants a  
system that complaints called in are checked out

Purchase of tape recorder & player will hap would like to see # of  
calls Report approved

Palmisano 5:45 PM Palmisano motion to adjourn Jenkins second

Adjourn to Friday morning at 10:00 AM

July 8

Palmisano called meeting to order  
Minutes approved Hines-Vinet passed

Phil Oyster Survey Report

Vinet-McCall (regarding a MOU being sigend)

Seismic Report

Phil Jenkins-Vinet-passed

Shrimp Season

Phil-copies passed out cool ~~weather~~ weather affect shrimp population  
Tables I recap statistics of shrimp lar. month of May 9.5m pounds  
of shrimp 1988 8.7 m 1984 1986 broke 1985 record 3 years of exceptional  
shrimp catch

Table II - dockside prices

Table III statewide evaluation

size of shrimp opening day - different are

Figure 2 thru 4 depicts total weight and average length

Figure 5

any questions

Jenkins - price larger down, smaller up why

Phil - import into US demand for small shrimp

Jenkins - motion to accept-no second approved

Game hunting seasons 88-89

Bateman

Apoloigized for Virginia not be here at capitol presented background  
on Notice of Intent on Game seasons

Dept. & div is not recom. any changes has resolution

resolution read-for adoption only changes were voted on at last comm  
meetingg (rec.)

Motion - Hines

S-McCall

- \* Hines-omite plan your vacation , put hunting task force that will be  
formed. Motion accepted

Alligator Hunting WMA

Bateman-resolution public bid procedure generate revenue resolution

Resolution - motion Cappel-seconded by McCall any case of tie how to  
do it will be on bid passed.

Hunting Seasons Migratory Birds

Tommy-comply with Adm. Proc. Act & get published in pamphlet this year.  
reason for obtaining approval

Pol-concern late duck season-rails & gallinule open same time duck season

Hines-would it matter if we delete ~~r.~~ r. & g. wll not be in pamphlet

- \* act next meeting

Snipe change to 23 rec.

Bateman - 70 day hunting open late will not have a full 70 day season

zPol concern w/outlaws

Cappel-McCall

Butch - blue-winged teal season should know final ruling on July 20 USFWS  
Hines write director Dunkle about teal season for favorable decision  
passed

Discussion of 1988 alligator harvest program

Johnnie T. alligator season 2 parts

Rules & Regs

Quota

will be presented next month

31 day season Sept. 10-Oct 10

amendment to original document tagging

\$2.00 per tag

\$50,000 generated

25,000 tags

1,400 hunters 1987

2,200 tags 1987

\$38 per feet-gator 1987

FL-1988 48.00 a ft

\$38.37 Marsh Island

Priority will be good this year

Hide movement

16,000 - France

1,000 Japan

Italy

Read resolution

questons

Vinet If person does not fill tag does he still pay \$2.00 (yes)

Cappel-Against \$2.00 tag-did not know-~~did~~ bad public relations

If passed will lose support and trust of landowners, trappers  
can be brought up next year. not in favor

Hines - question agree Comm. members should have been informed.

\$2.00 used for rental/survey helicopter

Tarver - defray cost of whole program

Hines-this year 1988 make it \$2.00 per tag then reevaluate in future  
for 1989

Cappel - may do good but does not do any for dept. talkigg about  
principle

Pbl-cost shifted to landowner instead of trappers

Palmisano-McCall would there be money for helicopter to fly

Johnnie-budget is projected

Hines-move that we accept the rr & gL for the 1988 alligator season  
1988 season at \$2.00 per tag

second Vinet

McCall-question on Item 6 guideline rules handling this

Johnnie-gator one 4 ft. in length have left state-sanction this

McCall-under 4 would dept. approve?

Johnnie - suspect dept. would have to approve-legal consequence

McCall-helping to put people in business in other states

Vinet-only 3 more farmers state will supply & that is the end

Hines-how ~~can~~ can we put teeth into #6 for enforcemet

Cappel-substitute motion deleting 5-6-7

Pol second

Steel McAndrew - couple of considerations rep a majority of farmer  
industry should pay some fees

1)who would pay

2)fee based on usage

3)how much money

4)flying on lands

- \* Jenkins - get info on the value of alligator wholesale/retail value, in the market price. Available at next meeting F&R Div.

Kell McInnis advised that Virginia called and said that HB 1409 which relates to closure of certain triangle in Terrebonne Parish to close shrimp season along with rest of shrimp season would not be signed by Gov. until Sunday. This would not be in affect when res of shrimp season closes at 12 Noon July 8, 1988. Emergency action from Comm. was needed to close the area for a couple of days. Motion made by Hines for closure, seconded by Vinet, Carried  
Get coordinates from news release

Request from Vi-Emergency Action  
Utilizing E.P through the Ad. Proc. Act to close to the public triangle in Terrebonne Parish Shrimp. HB will not be signed until Sunday  
Palmisano Hines Vinet Closure passed  
Closes 56:22 inside shrimp  
will only be for 2 days 12:00 closure  
passes

Hines and McCall moved to adjourn the meeting

MINUTES OF MEETING OF  
LOUISIANA WILDLIFE AND FISHERIES COMMISSION

July 7 & 8, 1988

Chairman Joe Palmisano presiding:

Thursday, July 7, 1988

Jack Cappel, Jr.  
Don Hines  
James Jenkins  
Norman McCall  
Warren Pol  
Dale Vinet

Chairman Joe Palmisano presiding:

Friday, July 8, 1988

Jack Cappel, Jr.  
Don Hines  
James McCall  
Warren Pol  
Dale Vinet

Ms. Virginia Van Sickle was also present at Thursday's meeting.

The minutes of the regular monthly meeting of June 3, 1988 were approved with a motion from Dr. Hines, seconded by Mr. Vinet.

Hugh Bateman presented a resolution to ratify the resident game hunting seasons for 1988-89. The resolution was unanimously approved at Friday's meeting with a motion from Dr. Hines and seconded by Mr. McCall.

(The full text of the resolution  
is made a part of the record)

WHEREAS, authority to adopt seasons, bag limits, possession limits and other rules and regulations for the hunting, taking and possession of any species of wild game bird or quadruped is vested in the Commission by Title 56, Section 115 (A) and

WHEREAS, this action will provide for the protection and conservation of these natural resources and allow for recreational opportunities for sport hunting on both public and private lands and

WHEREAS, the Commission and Department biologists have jointly reviewed and considered all available biological information and requests from sportsmen of the state and

WHEREAS, these season dates, bag limits, rules and regulations were proposed on April 29, 1988 and have been published as a Notice of Intent in the

Louisiana Register in accordance with the Administrative Procedure Act  
now

THEREFORE BE IT RESOLVED, that the attached rules, regulations, season dates and bag limits affecting sport hunting of resident game species of Louisiana for 1988-89 are adopted by the Louisiana Wildlife and Fisheries Commission.

Don Puckett presented shell dredging leases for three areas. Mr. Jenkins made a motion to instruct Counsel and Secretary to make an effort to advertise out-of-state and to advertise in "Journal of Commerce" which would list bid and mail out to all companies. This motion was seconded by Mr. Pol and motion carried.

The full text of the resolution is  
made part of the record)

WHEREAS, the Commission has considered the recommendations of the Minerals Committee and the comments and recommendations of other interested agencies and groups relative to the issuance of leases for the dredging of shells from state waterbottoms;

THEREFORE BE IT RESOLVED that the Commission does hereby:

- (A) Adopt a minimum per cubic yard royalty of 80 cents;
- (B) Adopt the attached standard lease form with such modifications as may be reflected in the minutes;
- (C) Set guaranteed annual minimum royalties as follows:
  - 1. Lakes Pontchartrain and Maurepas \$ 640,000
  - 2. East Central Coast 720,000
  - 3. West Central Coast 100,000
- (D) Set a performance bond for these leases as follows:
  - 1. Lakes Pontchartrain and Maurepas \$ 1,920,000
  - 2. East Central Coast 2,160,000
  - 3. West Central Coast 300,000
- (E) Set a bid bond for each lease in the amount of five (5%) percent of the performance bond amount.
- (F) Designate the tracts to be leased as: Lakes Pontchartrain and Maurepas, East Central Coast and West Central Coast as shown by the attached maps.

Johnnie Tarver presented a resolution for the 1988 Alligator Harvest Program. Don Hines made a motion to accept the rules and regulations and the guidelines for 1988 alligator harvest program with changes in No. 5, Tagging, lines 5, 6, and 7 to read "numbered tags will only be issued in the name of the license holders for a sum of \$2.00 per tag" for 1988. The motion was seconded by Dale Vinet. A substitute motion was offered by Dr. Cappel to

accept the rules and regulations and the guidelines for 1988 alligator harvest program and delete lines 5, 6, and 7 in No. 5, tagging. Mr. Palmisano called for a vote on substitute motion which failed and the original motion passed.

(The full text of the resolution is made a part of the record)

WHEREAS, the Louisiana Department of Wildlife and Fisheries has the authority under State and Federal Statute to establish an alligator season, and

WHEREAS, the alligator population in Louisiana has been determined by biologists of the Department to be capable of sustaining an annual harvest of surplus animals; and

WHEREAS, the removal of the surplus animals is considered to be a wise use of this natural resource of the state of Louisiana.

THEREFORE BE IT RESOLVED, that the Louisiana Wildlife and Fisheries Commission does hereby adopt the following rules, regulations, and guidelines for administering the 1988 alligator season.

Hugh Bateman presented a resolution for approval of Game Breeder License and Requirements. Mr. Vinet made a motion to accept the resolution, seconded by Mr. Pol and was passed unanimously.

WHEREAS, the Louisiana Wildlife and Fisheries Commission has the authority to set requirements and issue licenses for Game Breeders, and

WHEREAS, there currently are no Commission approved requirements affecting several aspects of this Game Breeder licensing procedure, the attached list of pen specifications and general requirements are being proposed by the Department, and

WHEREAS, these general requirements shall apply to applicants for Game Breeder License for all species of wildlife, now

THEREFORE BE IT RESOLVED, that the Louisiana Wildlife and Fisheries Commission on this date approves the pen specifications and other general requirements for game breeders recommended by the Department and set forth in the attached Notice of Intent.

In accordance with the provisions of the Administrative Procedure Act (R.S. 49:950 et. seq.) the Louisiana Wildlife and Fisheries Commission has developed guidelines governing the issuance of Game Breeder's Licenses. This action was taken at a public hearing on July 7, 1988 at 2000 Quail Drive, Baton Rouge, Louisiana. Authority to establish guidelines for game breeders is vested in the Commission by Section 171 of Title 56 of the Louisiana Revised Statutes of 1950.

In general this proposal establishes minimum pen specifications, general requirements and types of animals that may be kept under a Game Breeder's License.

Hugh Bateman presented a resolution for approval of alligator hunting on certain wildlife management areas. Bob Love gave a presentation on how the program would work for issuing alligator tags on the six wildlife areas. Atchafalaya is a national area and the monies will go to the U.S. Fish and Wildlife Service. The two districts that the other areas are located are Districts VI and VII. Dr. Cappel made a motion to accept the resolution, seconded by Mr. McCall and passed unanimously.

(The full text of the resolution is made  
a part of the record)

WHEREAS, the Department has legal authority with Commission approval to establish rules and regulations governing the management of alligators on both public and private lands, and

WHEREAS, areas managed by the Louisiana Department of Wildlife and Fisheries have substantial numbers of surplus alligators, and

WHEREAS, it is important through a biologically sound management program to remove these surplus animals on an annual basis, and

WHEREAS, the alligator is recognized as an economically valuable commercial species, and

WHEREAS, the Game Division is proposing to begin public bidding procedures for alligator tags to be used on certain areas managed by the Department

THEREFORE BE IT RESOLVED, the Department is hereby authorized to institute public bidding for alligator tags on lands managed by the Department of Wildlife and Fisheries.

Mike Olinde presented a resolution on the shooting preserve license. Dr. Hines made a motion to approve the resolution, seconded by Mr. McCall and was unanimously approved.

(The full text of the resolution is made  
a part of the record)

WHEREAS, the Louisiana Wildlife and Fisheries Commission has the authority under Title 56, Part IX, Section 656, to provide non-residents hunting on a shooting preserve a special license for a reasonable fee, and

WHEREAS, non-resident hunters frequently participate and enjoy licensed hunting preserves within the state, and

WHEREAS, non-residents are currently required to obtain a non-resident hunting license to utilize Louisiana's commercial hunting preserves, and

WHEREAS, the Louisiana Wildlife and Fisheries Commission wishes to encourage the business and enjoyment of commercial shooting preserves, now

THEREFORE BE IT RESOLVED, that the Louisiana Wildlife and Fisheries Commission does hereby adopt a special Non-Resident Preserve Hunting License to be offered to non-resident sportsmen hunting on licensed



commercial hunting preserves, and

BE IT FURTHER RESOLVED, that the fee for the special license shall be fifteen dollars (\$15.00).

Tommy Prickett presented a resolution to set tentative hunting season dates for migratory game birds (doves, snipe, woodcock, gallinules and rails). Dr. Cappel made a motion to accept the resolution, seconded by Mr. McCall and passed unanimously. Hugh Bateman mentioned that we should have the final ruling on the blue-winged teal season by July 20th from the U. S. Fish and Wildlife Service. Dr. Hines requested that a letter be written to Director Dunkle for a favorable decision.

(The full text of the resolution is made  
a part of the record)

WHEREAS, Hugh Bateman, Administrator of the Game Division, attended the Migratory Bird meetings in Washington, D.C. on June 22, 1988 and

WHEREAS, rules and regulations pertaining to migratory game birds other than waterfowl were discussed at this meeting, and

WHEREAS, the Louisiana Wildlife and Fisheries Commission and Louisiana Department of Wildlife and Fisheries Biologists have discussed tentative season dates for migratory birds other than waterfowl, and

WHEREAS, final adoption of season dates for migratory birds other than waterfowl cannot be established until requirements of The Federal Register process are met in August, and

WHEREAS, no changes in regulations from last year are anticipated, now

THEREFORE BE IT RESOLVED, that the Louisiana Wildlife and Fisheries Commission does hereby propose tentative dates for dove, snipe, and woodcock for the 1988-89 hunting season as recommended by the staff of the Louisiana Department of Wildlife and Fisheries, and

BE IT FURTHER RESOLVED, that these season dates will be adopted at the August meeting as an emergency rule so long as no changes are mandated by the U.S. Fish and Wildlife Service.

Tentative

1988-89 Season

Doves, Snipe and Woodcock

	<u>Dates</u>	<u>Days</u>	<u>Daily Bag Limit</u>	<u>Pos.</u>
<u>Doves</u>	Sept. 3-11	9	12	24
	Oct. 15-Nov. 13	30	12	24
	Dec. 10-Jan. 9	<u>31</u>	12	24

70 Total

<u>Snipe</u>	Nov. 12-Feb. 23	104	8	16
<u>Woodcock</u>	Dec. 10-Feb. 12	65	5	10

Shooting Hours

1. Doves: Noon to sunset Sept. 3-4, Oct. 15-16, and Dec. 10-11; the remainder of the season 1/2 hour before sunrise to sunset.
2. Snipe and Woodcock: 1/2 hour before sunrise to sunset.

NOTE: Rail and Gallinule season dates will be set at the August 1988 meeting of the Louisiana Wildlife and Fisheries Commission.

Bennie Fontenot presented a resolution to ratify the Louisiana-Texas Reciprocal Fishing Agreement on Toledo Bend Reservoir and Caddo Lake. Mr. Jenkins moved to ratify the resolution, seconded by Mr. McCall which was unanimously approved.

(The full text of the resolution is made a part of the record)

WHEREAS, the State of Louisiana, through the Louisiana Wildlife and Fisheries Commission, is authorized to enter into a reciprocal agreement with the State of Texas to establish sport fishing creel limits for Toledo Bend Reservoir and Caddo Lake under the authority of Louisiana Revised Statute Title 56:673, and,

WHEREAS, the State of Texas, through the Texas Parks and Wildlife Commission is authorized to enter into a reciprocal agreement to establish sport fishing creel limits for Toledo Bend Reservoir and Caddo Lake under the authority of Article 978f-6 of the Texas Penal Code, and

WHEREAS, the State of Louisiana and Texas intend to enter into such an agreement so that uniform regulations are established for Toledo Bend Reservoir, and Caddo Lake.

NOW THEREFORE, each state acting herein by and through duly authorized officials mutually agree that on both Toledo Bend Reservoir and Caddo Lake:

- (1) Effective September 1, 1988, the creel limit for black bass (to include both the largemouth bass and spotted bass) shall be 10 per day, with a minimum size of 12 inches total length and the creel limit for crappie shall be 50 per day.
- (2) Either state may withdraw from this agreement upon ninety (90) days written notice by either party.

Winton Vidine gave the Law Enforcement Report for the month of June, 1988. He stated that there was a total of 1,672 cases; 1,528 for Enforcement Division and 144 for other divisions. Dr. Cappel moved to accept the report

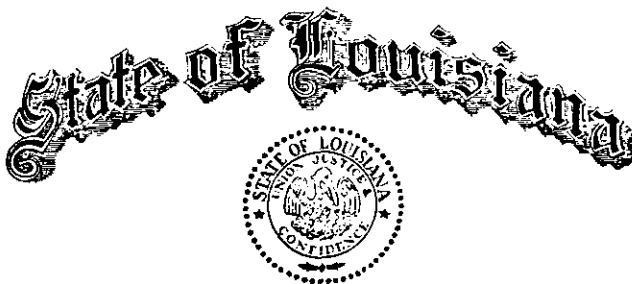
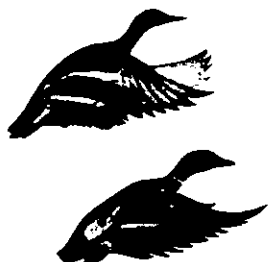
which was seconded by Mr. Pol and passed unanimously.

Brian LaCaze presented an update on Operation Game Thief at Thursday's meeting. He stated that the program has been in operation since July 1984. Mr. Jenkins mentioned that some complaints that were called in were not being checked into. He suggested that a system be started to record complaints to make sure that they are checked out. The report was approved.

Phil Bowman presented the oyster survey report at Friday's meeting. During the period of May 30th through June 30th 117 surveys were scheduled and 15 were unable to be done due to bad weather or fishermen were unable to meet surveyor. Lease rental collected was \$3,959.50; survey fees collected were \$2,216.00, six applications were filed, 36 new leases were issued, 13 surveys were conducted by a private surveyor for a total of 55 for the year. Mr. Vinet moved to accept the report, seconded by Mr. McCall which was unanimously approved.

The Seismic Report was presented by Phil Bowman on Friday also. During the period of June 1-30, 1988 3 crews applied for permits to work, 43 crews received notification for work, 33 crews were working. For the month of June \$34,972.20 was collected and total amount collected for the year is \$604,827.20. The report was approved with a motion from Mr. Jenkins and seconded by Mr. Vinet.

Phil Bowman gave an update on the shrimp season. The report consisted of tables and charts. He discussed each zone in detail. The report was approved.



Virginia Van Sickle  
SECRETARY  
(504) 925-3617


DEPARTMENT OF WILDLIFE AND FISHERIES  
POST OFFICE BOX 15570  
BATON ROUGE, LA. 70895

Buddy Roemer  
GOVERNOR

July 7, 1988

MEMORANDUM

TO: Virginia Van Sickle, Secretary

FROM: Barney Barrett, Coastal Investigations Section 

RE: Reef Map of Central Louisiana Coast

At the June 29, 1988 Commission meeting, Mr. Harold Schoeffler, President of "Save Our Coast", spoke of a map which showed the location of a number of shell reefs in the central coast which are not designated on maps used by the Commission to restrict areas from shell dredging. In response to your request for a copy of that shell reef map, Mr. Schoeffler stated that he would provide a copy to the Department.

Since the June meeting, there have been discussions between members of "Save Our Coast" and Mr. Pete Juneau of the Department's staff concerning the map. According to Mr. Juneau, the map is to be duplicated and a copy delivered to him during the week of July 12. After receipt of the "Save Our Coast" reef map, those areas which show shell deposits will be verified, and the results provided to you.

BB:scn

cc: Commission members  
Pete Juneau

RESOLUTION


Louisiana Department of Wildlife and Fisheries  
Louisiana Wildlife and Fisheries Commission  
July 7, 1988

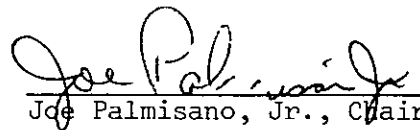
WHEREAS, the Louisiana Wildlife and Fisheries Commission has the authority to set requirements and issue licenses for Game Breeders, and

WHEREAS, there currently are no Commission approved requirements affecting several aspects of this Game Breeder licensing procedure, the attached list of pen specifications and general requirements are being proposed by the Department, and

WHEREAS, these general requirements shall apply to applicants for Game Breeder Licenses for all species of wildlife, now

THEREFORE BE IT RESOLVED, that the Louisiana Wildlife and Fisheries Commission on this date approves the pen specifications and other general requirements for game breeders recommended by the Department and set forth in the attached Notice of Intent.

  
Virginia Van Sickle, Secretary  
Louisiana Department of Wildlife  
and Fisheries

  
Joe Palmisano, Jr., Chairman  
Louisiana Wildlife and Fisheries  
Commission

NOTICE OF INTENT  
Louisiana Department of Wildlife and Fisheries  
Louisiana Wildlife and Fisheries Commission

In accordance with the provisions of the Administrative Procedures Act (R.S. 49:950 et. seq.) the Louisiana Wildlife and Fisheries Commission has developed guidelines governing the issuance of Game Breeder's Licenses. This action was taken at a public hearing on July 7, 1988 at 2000 Quail Drive, Baton Rouge, Louisiana. (A copy of the resolution signed by Secretary Van Sickle is attached). Authority to establish guidelines for game breeder's is vested in the Commission by Section 171 of Title 56 of the Louisiana Revised Statutes of 1950.

In general this proposal establishes minimum pen specifications, general requirements and types of animals that may be kept under a Game Breeder's License.

Interested parties may submit their views in writing to Hugh A. Bateman, Administrator, Game Division, Louisiana Department of Wildlife and Fisheries, P. O. Box 15570, Baton Rouge, Louisiana 70895.

NOTICE OF INTENT

OFFICE OF WILDLIFE  
DEPARTMENT OF WILDLIFE AND FISHERIES

The Secretary of the Department of Wildlife and Fisheries does hereby give notice, in accordance with the Administrative Procedures Act that he intends to promulgate a rule to establish regulations governing the game breeders license program, said rule to be designated as LAC 76:V.105, and to read as follows:

Title 76

Part V. Wild Quadrupeds and Wild Birds

Chapter 1. Wild Quadrupeds

105. Requirements for Game Breeders License

This Commission regulation establishes general requirements, minimum pen specifications and animals that will be permitted under the Game Breeder's License to read as follows (see attachment)

For more detailed information contact the address listed below:

Louisiana Department of Wildlife and Fisheries  
Game Division, Game Breeder's License  
P. O. Box 98000  
Baton Rouge, Louisiana 70898-9000

Virginia Van Sickle  
Secretary

## Rule

### Louisiana Department of Wildlife and Fisheries Louisiana Wildlife and Fisheries Commission

This Commission regulation establishes general requirements, minimum pen specifications and animals that will be permitted under the Game Breeder's License to read as follows:

For more detailed information contact the address listed below:

Louisiana Department of Wildlife and Fisheries  
Game Division, Game Breeder's License  
P. O. Box 98000  
Baton Rouge, Louisiana 70898-9000

#### Minimum Pen Specifications and Requirements for Game Quadrupeds and Birds for Which a Game Breeder's License is Required

The dimensions and specifications described herein are considered as basic minimum standards for permanent exhibit facilities for the well-being of the animals and birds specified. It must be emphasized that these are minimum standards and the optimum conditions for most animals and birds would include dimensions at least several times greater than those cited.

#### 1. WATERFOWL

Single Bird: 100 square feet with 25% in water areas; increase pen size by 25% for each additional bird with one-fourth of this increase being in water area.

#### 2. DOVES

Single Bird: 3 feet x 2 feet x 5 feet high  
Community Group: large enough to fly or at least 8 feet in diameter.

#### 3. PHEASANTS, QUAIL, CHUKARS

##### A. Exhibit Purposes:

Single Bird: 20 square feet; add 20 square feet for each additional bird.

##### B. Commercial Operation:

Extension Service Recommendations:

##### Quail

1-10 days old: 9 chicks per square foot;  
10 days - 6 weeks old: 6 chicks per square foot;  
6 weeks and older: 3 birds per square foot;  
1 breeding pair per square foot.



Pheasants

1-10 days old: 4 chicks per square foot;  
10 days - 6 weeks old: 1 chick per square foot;  
6-14 weeks old: 1 bird per 4 square feet;  
1 breeding pair per 8 square feet.

Chukars

Same as pheasant

4. HAWKS, FALCONS

Refer to Federal raptor facilities specifications

5. SQUIRRELS

- A. Single Animal: 3 feet long x 3 feet wide x 4 feet high;  
Additional Animals: add 6 inches more in length per additional animal; several limbs, nest box.
- B. Due to the inherent tendency of these animals to bite people and in an attempt to cooperate with Chapter II of the State Sanitary Code under authority of Act 601 of the 1974 Louisiana Legislature, specifically Section 2.05, it is further required that applicants provide a certificate from a licensed veterinarian stating that squirrels are free of rabies.

6. RABBITS

Single Animal: 6 feet long x 3 feet wide x 3 feet high;  
Additional Animals: add 1 foot in length per animal; gnawing logs; den or retreat.

7. WHITETAIL DEER, FALLOW DEER, OR OTHER IMPORTED DEER

- A. No license will be issued in metropolitan or urban areas. A rural environment is the first requirement to keep these animals.
- B. Exhibit Purposes:  
Single Animal: 5000 square feet paddock or corral (50 feet wide x 100 feet long); increase corral size by 50% of that size for each additional animal; shelter required.  
  
Sturdy Corral Fence: 9 gauge chain link or other satisfactory woven wire, 8 feet high minimum.
- C. Commercial Operation:  
Same fence construction but 15 acre minimum.

8. \*BEAR (LICENSE WILL NOT BE ISSUED)

Single Animal: Sturdy pen (chain link wire) not less than 9 gauge with top cover 25 feet long x 12 feet wide x 10 feet high;  
Pair: 30 feet x 15 feet x 10 feet high;  
Pool: 6 feet x 4 feet x 18 inches deep, with facilities for spaying or wetting bears;  
Den: 6 feet long x 4 feet wide x 4 feet high, per animal.

10. \*WOLVES AND WOLF CROSSES ( PERMITS WILL NOT BE ISSUED)

Single Animal: 15 feet long x 8 feet wide x 6 feet high; double cage area for each additional animal; secluded den area required, 4 feet x 4 feet for each animal, sturdy wire required.

11. \*COUGAR, MOUNTAIN LION (LICENSE WILL NOT BE ISSUED)

Single Animal: 10 feet long x 8 feet wide x 8 feet high, covered roof;  
Pair: 15 feet long x 8 feet wide x 8 feet high;  
Materials: not less than 9 gauge chain link or equivalent and safety perimeter rail; danger sign, claw log; 24-inch wide shelf, 8 feet long, 40 inches off floor.

\*NOTE:

Current valid Game Breeder's License holders for these species will be "grandfathered" and renewed annually until existing captive animals expire, or are legally sold, traded, etc. out of state or to a suitable public facility. This position by the Department is necessary due to the ability of these specific animals to cause serious physical injury to the owner, or other innocent bystanders. Qualified educational institutions, zoos or scientific organizations will be excepted to this provision on a case by case basis.

12. GENERAL REQUIREMENTS:

- A. Game animals and birds cannot be taken from the wild nor released into the wild except as provided on shooting preserves. (The only exception to this policy is that hawks and falcons may be taken from the wild by falconers, as provided for in their federal regulations). Applicants are required to have a bill of sale for each animal acquired, as well as keeping records of all birds and animals sold or transferred, and the names and addresses to whom they were sold or transferred. These records shall be subject to inspection at any time by Wildlife and Fisheries employees.
- B. Additionally, it is the responsibility of the applicant to comply with pen specifications. In addition to the described pen dimensions all bird and animal pens must

include adequate feeding and watering facilities necessary for the well-being of the animal. Applicants for waterfowl, doves, pheasants, quail, chukars, squirrels and rabbits must submit a form verifying their facilities meet or exceed the described pen specifications, along with a copy of the bill of sale. Their facilities may require inspection at the biologist's discretion. All deer and potentially dangerous animal pens must be inspected for security.

- C. Game Breeders can only keep those species for which they have been approved to keep. If applicant desires to keep additional species, the facilities for those species must be inspected and approved prior to obtaining the new species.
- D. All new applicants for a Game Breeder's License as well as renewal applicants for all deer and the previously specified potentially dangerous animals must submit (1) a signed waiver statement holding the Department of Wildlife and Fisheries and its employees harmless of liability as a result of issuing a Game Breeder's License. License will only be issued to those applicants whom are willing to accept full responsibility and liability for any damages or injuries resulting from their animals or activities as a licensed game breeder of domesticated wildlife in Louisiana; (2) a written plan of action for recapture of an escaped animal must be submitted and approved by the Department before the application is processed. The plan of action should include (a) equipment, (b) personnel, (c) recovery techniques, and (d) method of mitigation payments for damages caused by the escaped animal. This information is necessary because the Department of Wildlife and Fisheries will not provide these services.

6-27-88

**FISCAL AND ECONOMIC IMPACT STATEMENT  
FOR ADMINISTRATIVE RULES**

<b>Person Preparing Statement:</b> <u>Dave Morrison</u>	<b>Dept:</b> <u>Louisiana Department of Wildlife and Fisheries</u>
<b>Phone:</b> <u>765-2347</u>	<b>Office:</b> <u>Wildlife - Game Division</u>
<b>Return Address:</b> <u>P. O. Box 15570</u>	<b>Rule Title:</b> <u>R.S. 56:171 - Game Breeder's</u>
<u>Baton Rouge, Louisiana 70895</u>	<u>License Regulations</u>
<b>Date Rule Takes Effect:</b>	<u>October 1, 1988</u>

**SUMMARY  
(Use complete sentences)**

In accordance with Section 953 of Title 49 of the Louisiana Revised Statutes, there is hereby submitted a fiscal and economic impact statement on the rule proposed for adoption, repeal or amendment. The following summary statements, based on the attached worksheets, will be published in the Louisiana Register with the proposed agency rule.

**I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO STATE OR LOCAL GOVERNMENTAL UNITS  
(Summary)**

The proposed rule will have no estimated implementation cost to state government.

**II. ESTIMATED EFFECT ON REVENUE COLLECTIONS OF STATE OR LOCAL GOVERNMENTAL UNITS  
(Summary)**

The Department of Wildlife and Fisheries presently licenses approximately 300 Game Breeders annually in Louisiana. The proposed rule regarding the Game Breeder's License will only affect persons wishing to keep large and dangerous animals. License fees are currently \$25.00 per year and the Department receives requests for permitting these animals infrequently. Revenue collection will be reduced no more than \$500.00 annually based on an estimated reduction of 20 requests per year.

**III. ESTIMATED COSTS AND/OR ECONOMIC BENEFITS TO DIRECTLY AFFECTED PERSONS OR  
NON-GOVERNMENTAL GROUPS (Summary)**

Implementation of this proposed revision will require some game breeders to modernize pens currently being used. Costs are variable dependent on species being raised. However, pen designs being proposed have been the guidelines for game breeders for the last several years. The majority of game breeders will not incur any additional costs.

**IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT (Summary)**

The proposed rule will have no effect on competition and employment.

J. B. Kidd  
Signature of Agency Head or Designee  
J. B. Kidd, Assistant Administrator  
Game Division  
Typed Name and Title of Agency Head or Designee

June 16, 1988  
Date of Signature

David W. Hood  
LEGISLATIVE FISCAL OFFICER OR DESIGNEE  
Legislative Fiscal Analyst  
July 7, 1988  
Date of Signature

**FISCAL AND ECONOMIC IMPACT STATEMENT  
FOR ADMINISTRATIVE RULES**

The following information is required in order to assist the Legislative Fiscal Office in its review of the fiscal and economic impact statement and to assist the appropriate legislative oversight subcommittee in its deliberations on the proposed rule.

- A. Provide a brief summary of the content of the rule (if proposed for adoption, or repeal) or a brief summary of the change in the rule (if proposed for amendment). Attach a copy of the notice of intent and a copy of the rule proposed for initial adoption or repeal (or, in the case of a rule change, copies of both the current and proposed rules with amended portions indicated).

The Louisiana Wildlife and Fisheries Commission proposes regulations for game breeders with regard to pen specifications and animals that may be kept under this permit. A copy of pen specifications, requirements and animals that will not be permitted is attached. Those game breeders presently licensed and permitted to be penned under the proposed regulations will be allowed to retain possession of the animal under the proposed pen specifications for that animal.

- B. Summarize the circumstances which require this action. If the action is required by federal regulations, attach a copy of the applicable regulation.

Game breeders' applications have proliferated in recent years. There have been no established guidelines with regard to pen size and animals that may be kept in captivity. The Louisiana Wildlife and Fisheries Commission deems it necessary to implement this proposed action to insure minimum standards for pens for animals kept in captivity and also maintain guidelines on large and dangerous animals for safety purposes.

- C. Compliance with Act 11 of the 1986 First Extraordinary Session  
(1) Will the proposed rule change result in any increase in the expenditure of funds? If so, specify amount and source of funding.

No.

- (2) If the answer to (1) above is yes, has the Legislature specifically appropriated the funds necessary for the associated expenditure increase?

- (a) \_\_\_\_\_ Yes. If yes, attach documentation.  
(b) \_\_\_\_\_ No. If no, provide justification as to why this rule change should be published at this time.

# FISCAL AND ECONOMIC IMPACT STATEMENT

## WORKSHEET

### I. A. COSTS OR SAVINGS TO STATE AGENCIES RESULTING FROM THE ACTION PROPOSED

1. What is the anticipated increase (decrease) in costs to implement the proposed action?

COSTS	FY 87-88	FY 88-89	FY 89-90
PERSONAL SERVICES	None	None	None
OPERATING EXPENSES	None	None	None
PROFESSIONAL SERVICES	None	None	None
OTHER CHARGES	None	None	None
EQUIPMENT	None	None	None

TOTAL

MAJOR REPAIR & CONSTR.

POSITIONS(#)

2. Provide a narrative explanation of the costs or savings shown in "A.1.", including the increase or reduction in workload or additional paperwork (number of new forms, additional documentation, etc.) anticipated as a result of the implementation of the proposed action. Describe all data, assumptions, and methods used in calculating these costs.

Not applicable since no cost or savings will be realized.

3. Sources of funding for implementing the proposed rule or rule change.

SOURCE	FY 87-88	FY 88-89	FY 89-90
STATE GENERAL FUND			
AGENCY SELF-GENERATED	N/A	N/A	N/A
DEDICATED			
FEDERAL FUNDS			
OTHER (Specify)			

TOTAL

4. Does your agency currently have sufficient funds to implement the proposed action? If not, how and when do you anticipate obtaining such funds?

No funds are necessary to implement this proposed action.

### B. COST OR SAVINGS TO LOCAL GOVERNMENTAL UNITS RESULTING FROM THE ACTION PROPOSED.

1. Provide an estimate of the anticipated impact of the proposed action on local governmental units, including adjustments in workload and paperwork requirements. Describe all data, assumptions and methods used in calculating this impact.

There will be no impact on local governmental units with this proposed action.

2. Indicate the sources of funding of the local governmental unit which will be affected by these costs or savings.

No source of funding is necessary since there will be no cost to local governmental units.

# FISCAL AND ECONOMIC IMPACT STATEMENT

## WORKSHEET

### II. EFFECT ON REVENUE COLLECTIONS OF STATE AND LOCAL GOVERNMENTAL UNITS

- A. What increase (decrease) in revenues can be anticipated from the proposed action?

A decrease of less than \$500.00 is expected.

REVENUE INCREASE/DECREASE	FY 87-88	FY 88-89	FY 89-90
STATE GENERAL FUND	0	0	0
AGENCY SELF-GENERATED	(\$500)	(\$500)	(\$500)
RESTRICTED FUNDS*	0	0	0
FEDERAL FUNDS	0	0	0
LOCAL FUNDS	0	0	0
TOTAL	(\$500)	(\$500)	(\$500)

\*Specify the particular fund being impacted.

- B. Provide a narrative explanation of each increase or decrease in revenues shown in "A." Describe all data, assumptions, and methods used in calculating these increases or decreases.

Each game breeder is required to purchase a \$25.00 license prior to purchasing any animals covered under the Game Breeder's License. A decrease of \$500.00 is based on an annual reduction in requests of 20 permits per year to house large and dangerous animals.

## FISCAL AND ECONOMIC IMPACT STATEMENT

### WORKSHEET

#### III. COSTS AND/OR ECONOMIC BENEFITS TO DIRECTLY AFFECTED PERSONS OR NONGOVERNMENTAL GROUPS

- A. What persons or non-governmental groups would be directly affected by the proposed action? For each, provide an estimate and a narrative description of any effect on costs, including workload adjustments and additional paperwork (number of new forms, additional documentation, etc.), they may have to incur as a result of the proposed action.

Only game breeders will be impacted by this action. The state currently has the Game Breeders License in place and this action will not cause any additional workloads for those persons with valid Game Breeder's permits.

- B. Also provide an estimate and a narrative description of any impact on receipts and/or income resulting from this rule or rule change to these groups.

There will be no impact on receipts or income resulting from this rule.

#### IV. EFFECTS ON COMPETITION AND EMPLOYMENT

Identify and provide estimates of the impact of the proposed action on competition and employment in the public and private sectors. Include a summary of any data, assumptions and methods used in making these estimates.

There will be no impact on competition and employment in the public and private sector.



RESOLUTION

Louisiana Department of Wildlife and Fisheries  
Louisiana Wildlife and Fisheries Commission

WHEREAS, the Louisiana Wildlife and Fisheries Commission has the authority under Title 56, Part IX, Section 656, to provide non-residents hunting on a shooting preserve a special license for a reasonable fee and

WHEREAS, non-resident hunters frequently participate and enjoy licensed hunting preserves within the state and

WHEREAS, non-residents are currently required to obtain a non-resident hunting license to utilize Louisiana's commercial hunting preserves and

WHEREAS, the Louisiana Wildlife and Fisheries Commission wishes to encourage the business and enjoyment of commercial shooting preserves, now

THEREFORE BE IT RESOLVED, that the Louisiana Wildlife and Fisheries Commission does hereby adopt a special Non-Resident Preserve Hunting License to be offered to non-resident sportsmen hunting on licensed commercial hunting preserves, and

BE IT FURTHER RESOLVED, that the fee for the special license shall be fifteen dollars (\$15.00).

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Joe Palmisano, Chairman  
La. Wildlife and Fisheries  
Commission

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Virginia Van Sickle, Secretary  
La. Department of Wildlife and  
Fisheries

June 27, 1988

M E M O R A N D U M

TO: Chairman and Members of Commission  
FROM: Virginia Van Sickle  
SUBJECT: July Board Meeting

The next regular public board meeting as set by the Commission will be at 2:00 PM on Thursday, July 7, 1988 at the Quail Drive Office in Baton Rouge.

On Friday, July 8th, the meeting will be continued at the same location at 10:00 AM.

1. Approval of Minutes of June 3, 1988

HUGH BATEMAN

2. Ratify Resident Game Hunting Seasons 1988-89  
(Hugh Bateman)
3. Approval of Game Breeder License and Requirements,  
Notice of Intent (Hugh Bateman)
4. Approval of Alligator Hunting Season on Certain WMAs  
(Bob Love)
5. Shooting Preserve License, Notice of Intent  
(Mike Olinde)

BENNIE FONTENOT

6. Ratification of Louisiana-Texas Reciprocal Fishing Agreement  
on Toledo Bend Reservoir and Caddo Lake

Page 2

Memo - Commission Members

June 27, 1988

7. Report and Recommendations by the Minerals Committee  
Chairman on Shell Dredging
8. Set August Meeting Date

VVS/pc

cc: Bob Misso  
Don Puckett  
Kell McInnis  
Bettsie Baker  
Division Chiefs

*Enf Report - Winton*  
*Operation Game Thief - Keith Lacey*  
*1988 all Har Program statewide*  
*Disc of (EMERGENCY)*

Resolution

Louisiana Wildlife and Fisheries Commission  
Louisiana Department of Wildlife and Fisheries

July 8, 1988

WHEREAS, Hugh Bateman, Administrator of the Game Division, attended the Migratory Bird meetings in Washington, D.C. on June 22, 1988 and

WHEREAS, rules and regulations pertaining to migratory game birds other than waterfowl were discussed at this meeting and

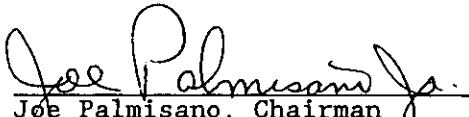
WHEREAS, the Louisiana Wildlife and Fisheries Commission and Louisiana Department of Wildlife and Fisheries Biologists have discussed tentative season dates for migratory birds other than waterfowl and

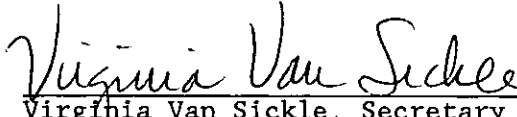
WHEREAS, final adoption of season dates for migratory birds other than waterfowl can not be established until requirements of The Federal Register process are met in August and

WHEREAS, no changes in regulations from last year are anticipated now

THEREFORE BE IT RESOLVED, that the Louisiana Wildlife and Fisheries Commission does hereby propose tentative dates for dove, snipe, and woodcock for the 1988-89 hunting season as recommended by the staff of the Louisiana Department of Wildlife and Fisheries and

BE IT FURTHER RESOLVED, that these season dates will be adopted at the August meeting as an Emergency Rule so long as no changes are mandated by the U. S. Fish and Wildlife Service.

  
Joe Palmisano, Chairman  
La. Wildlife and Fisheries  
Commission

  
Virginia Van Sickle, Secretary  
La. Dept. of Wildlife and  
Fisheries

Tentative  
1988-89 Season  
Doves, Snipe and Woodcock

	<u>Dates</u>	<u>Days</u>	<u>Daily Bag Limit</u>	
<u>Doves</u>	Sept. 3-11	9	12	24
	Oct. 15-Nov. 13	30	12	24
	Dec. 10-Jan. 9	31	12	24
		70 Total		
<u>Snipe</u>	Nov. 12-Feb. 23	104	8	16
<u>Woodcock</u>	Dec. 10-Feb. 12	65	5	10

Shooting Hours

1. Doves: Noon to sunset Sept. 3-4, Oct. 15-16, and Dec. 10-11; the remainder of the season 1/2 hour before sunrise to sunset.
2. Snipe and woodcock: 1/2 hour before sunrise to sunset.

NOTE: Rail and Gallinule season dates will be set at the August 1988 meeting of the Louisiana Wildlife and Fisheries Commission.

RULE

LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES

LOUISIANA WILDLIFE AND FISHERIES COMMISSION

Notice is hereby given that the Louisiana Department of Wildlife and Fisheries and the Louisiana Wildlife and Fisheries Commission at its regular monthly meeting on July 8, 1988, adopted open season dates, bag limits, rules and regulations for hunting resident game quadrupeds and birds during the period October 1, 1988 to April 30, 1989, pursuant to the authority vested in Section 115(A) of Title 56 of the Louisiana Revised Statutes.

For those interested a more detailed copy of the rules and regulations is available upon request at the address listed below:

Hugh A. Bateman, Administrator  
Game Division  
Louisiana Department of Wildlife and Fisheries  
P. O. Box 15570  
Baton Rouge, Louisiana 70895

RECIPROCAL AGREEMENT

WHEREAS, the State of Louisiana, through the Louisiana Wildlife and Fisheries Commission, is authorized to enter into a reciprocal agreement with the State of Texas to establish sport fishing creel limits for Toledo Bend Reservoir and Caddo Lake under the authority of Louisiana Revised Statute Title 56:673, and,

WHEREAS, the State of Texas, through the Texas Parks and Wildlife Commission is authorized to enter into a reciprocal agreement to establish sport fishing creel limits for Toledo Bend Reservoir and Caddo Lake under the authority of Article 978f-6 of the Texas Penal Code, and,

WHEREAS, the State of Louisiana and Texas intend to enter into such an agreement so that uniform regulations are established for Toledo Bend Reservoir, and Caddo Lake.

NOW THEREFORE, each state acting herein by and through duly authorized officials mutually agree that on both Toledo Bend Reservoir and Caddo Lake:

- (1) Effective September 1, 1988, the creel limit for black bass (to include both the largemouth bass and spotted bass) shall be 10 per day, with a minimum size of 12 inches total length and the creel limit for crappie shall be 50 per day.
- (2) Either state may withdraw from this agreement upon ninety (90) days written notice by either party.

LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES

BY: Virginia Van Sickle  
Secretary

Date 7/8/88

TEXAS PARKS AND WILDLIFE DEPARTMENT

BY: \_\_\_\_\_  
Executive Director


\_\_\_\_\_ Date


RULE

Louisiana Department of Wildlife and Fisheries  
Louisiana Wildlife and Fisheries Commission

THE FOLLOWING RULE WAS ADOPTED BY THE LOUISIANA WILDLIFE AND FISHERIES COMMISSION AT ITS REGULAR MEETING HELD IN BATON ROUGE, LOUISIANA ON JULY 7, 1988.

Pursuant to the authority granted under Louisiana Revised Statute, Title 56, Section 673, the Louisiana Wildlife and Fisheries Commission hereby ratifies a reciprocal agreement with the State of Texas to establish uniform creel limits and minimum length limits for black bass and uniform creel limits for crappie on the border lake waters of Toledo Bend Reservoir and Caddo Lake. The reciprocal agreement shall establish a 12 inch minimum size and a 10 fish daily creel limit for black bass, and a 50 fish daily creel limit for crappie.

  
Joe Palmisano, Jr., Chairman  
Louisiana Wildlife & Fisheries  
Commission

  
Virginia Van Sickle, Secretary  
Louisiana Department of Wildlife  
& Fisheries

July 7, 1988  
Date

July 7, 1988  
Date



## JUNE 1988 CASE REPORT

### REGION 1

TOTAL CASES-102

ENFORCEMENT-95  
OTHER -7

68-Boating

15-Angle Without a License (Resident or Non-Resident)

12-Fish Without Resident Pole License

3-Possession of wild quadrupeds or wild birds without permit

1-Resisting arrest

3-Littering

### CONFISCATIONS

1 motor, 2- 14 foot aluminum boats, 3 guns, 1- 6 volt light

### REGION 2

TOTAL CASES-101

ENFORCEMENT-101  
OTHER -0

54-Boating

19-Angle Without a License (Resident or Non-Resident)

15-Fish Without Resident Pole License

2-Sell and / or buy fish without wholesale/retail dealer's license (resident-or non-resident)

4-Posses firearm while frogging

1-Use live ammo while training dogs closed season

1-Hunt or take deer or bear illegal hours

Page -2-

REGION 2 CONT'D.

- 1-Hunt or take deer from public road
- 6-Hunt or take deer or bear closed season
- 4-Littering
- 3-Not abiding by rules and regulations on WMA
- 1-Possession of firearm by convicted felon

CONFISCATIONS

NONE

REGION 3

TOTAL CASES-93

ENFORCEMENT-93  
OTHER-0

- 38-Boating
- 51-Angle without a license (resident or non-resident)
  - 1-Fish without resident pole license
  - 1-Use gear without recreational gear license (resident or non-resident)
  - 1-Take commercial fish without commercial gear license
  - 1-Use live ammo while training dogs closed season

CONFISCATIONS

NONE

REGION 4

TOTAL CASES-58

ENFORCEMENT-49  
OTHER -9

- 20-Boating
- 15-Angle without a license (resident-or non-resident)
- 14-Fish without resident pole license
  - 1-Not abiding by Commission rules and regulations

REGION 4 CONT'D.

2-Take or sell commercial fish or bait species without commercial license

1-Take commercial fish without commercial gear license

5-Not abiding by rules and regulations on WMA

CONFISCATIONS

720 pounds of spoonbill cat.

REGION 5

TOTAL CASES-194

ENFORCEMENT-165

OTHER

29

52-Boating

47-Angle without a license (resident or non-resident)

1-Fish without resident pole license

1-Use gear without recreational gear license (resident or non-resident)

17-Angle without saltwater license (resident or non-resident)

3-Take or Possess undersize red drum or spotted sea trout

1-Not abiding by Commission rules and regulations

4-Fail to have commercial license in possession

3-Take or sell commercial fish or bait species without commercial license

5-Take commercial fish without commercial gear license

10-Take or possess commercial fish without a vessel license

1-Possess crabs in berry stage

1-Trawling in closed season

3-Use oversize trawls

4-Hunting from moving vehicle and/or aircraft

1-Hunt or discharge firearm from road or highway right of way

REGION 5 CONT'D.

- 4-Hunt raccoons or opossums illegally
- 1-Not abiding by rules and regulations on WMA
- 3-Resisting arrest
- 2-Other than Wildlife and Fisheries

CONFISCATIONS

6 speckled trout, 1-1000 foot gill net, 1, 54 foot trawl, 2 motors.

REGION 6

TOTAL CASES-307

ENFORCEMENT-270  
OTHER - 37

117-Boating

2-Allow another to use recreational license

93-Angle without a license (resident or non-resident)

22-Fish without resident pole license

3-Use gear without recreational gear license (resident or non-resident)

1-Angling without saltwater license (resident or non-resident)

2-Take gamefish illegally

1-Fail to have commercial license in possession

6-Take or sell commercial fish or bait species without commercial license

5-Take commercial fish without commercial gear license

2-Take or possess commercial fish without a vessel license

2-Sell and/or buy fish without wholesale/retail dealers license (resident or non-resident)

2-Fail to maintain records

1-Transport seafood without required license (resident or non-resident)

2-Shocking fish

REGION 6 CONT'D.

- 17-Take or possess undersize commercial fish
- 2-Blocking passage of fish
- 3-Fail to have commercial fish intact
- 2-Fail to mark crab containers
- 6-Failure to tag sacked or containerized oysters
- 2-Hunting with unplugged gun or silencer
- 2-Hunt or discharge firearm from levee road
- 1-Hunt squirrel closed season
- 2-Taking or possessing alligators closed season
- 5-Taking gros bec-no season
- 1-Taking herrings -no season
- 1-Not abiding by rules and regulations on WMA
- 2-Littering

CONFISCATIONS

196 catfish, 280 lbs. of catfish, 53 gros beck,, 1 ibis, 1 squirrel, 1 pistol

REGION 7



TOTAL CASES-233

ENFORCEMENT-220  
OTHER -13

101-Boating

- 71-Angle w/o a license (resident or non-resident)
- 8-Angle w/o resident pole license
- 2-Use gear without recreational gear license
- 12-Angle w/o saltwater license (resident or non-resident)
- 1-Take or possess undersize red drum or spotted sea trout
- 2-Not abide by Commission rules and regulations

REGION 7 CONT'D.

- 1-Fail to have commercial licenses in possession
- 5-Take or sell commercial fish or bait species without commercial license
- 3-Take commercial fish without commercial gear license
- 2-Take or possess commercial fish without a vessels license
- 5-Sell seafood without license
- 1-Take shrimp illegal method
- 1-Trawl in Lake Ponchartrain Sanctuary
- 3-Hunt alligators at night
- 1-Possess live alligator without permit
- 1-Littering
- 1-D.W.I.

CONFISCATIONS

- 1-6 foot alligator (return to water)

REGION 8

Total Cases-584

Enforcement-535  
Other - 49

- 109-Boating
- 112-Angle w/o a license (resident or non-resident)
- 10-Fish w/o resident pole license
- 7-Use gear w/o recreational gear license (resident or non-resident)
- 85-Angle w/o saltwater license (resident or non-resident)
- 6-Fail to have fish intact (saltwater)
- 4-Take or possess undersize red drum or spotted sea trout
- 12-Fail to have commercial license in possession
- 19-Take or sell commercial fish or bait species without commercial license

REGION 8 CONT'D.

23-Take commercial fish without commercial gear license

4-Sell and/or buy fish without wholesale/retail dealers license (resident or non-resident)

11-Transport seafood without required license (resident or non-resident)

3-Leave nets unattended

7-Take or possess undersize commercial fish

11-Blocking passage of fish

1-Allow another to use commercial license

1-Fail to comply with closure order (red drum)

1-Fail to have commercial fish intact

4-Fail to comply with closure order (spotted sea trout)

15-Use oversize trawls

6-Trawl in restricted areas

11-Use illegal beam trawl/chopsticks

3-Use oversize butterfly nets

4-Take shrimp illegal method (anchored outboard)

2-Failure to have written permission

2-Unlawfully take oysters from state water bottoms

10-Taking oysters from unapproved area (polluted)

8-Unlawfully take oysters off a private lease

2-Using illegal gear for taking oysters on public grounds (natural reef)

1-Take oysters illegal hours

1-Failure to display proper number on vessel

1-Failure to tag sacked or containerized oysters

1-Buying or selling for resale untagged oysters

REGION 8 CONT'D.

- 2-Possession of untagged oysters
- 5-Taking or possessing alligators closed season
- 2-Illegal possession of alligators, eggs, or their skins
- 1-Possession of live alligators without permit
- 4-Take gros bec no season
- 12-Not abiding by rules and regulations on WMA
- 2-Possess/take undersize federal controlled fish
- 1-Possess/take over limit federal controlled fish
- 7-Other than Wildlife and Fisheries

CONFISCATIONS

10 redbfish, 49 speckled trout, 1 filet speckled trout and 58 bags speckled trout, 2 gill nets, 21 trawls, 58 sacks of oysters, 4 dredges, 1 live alligator, 1 dip net, 3 beam trawls, 14 butterfly nets, 2 motors, 1 dead alligator, 1 gar jack fish, 20 alligator eggs, 1 air boat, 7 gros beck, 5 undersize cobia, 9 undersize spanish mackerel, 1 flat boat, 3 lbs. shrimp spanish mackerel, 1 flat boat, 3 lbs. shrimp.

TOTAL CASES ALL REGIONS:     1,672

TOTAL CASES ENFORCEMENT:     1,528

TOTAL CASES OTHER DIVISIONS:     144



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S.W.E.P.

DELTA TIDE

ENGINE HOURS: 30 Hrs.

TOTAL CASES: 15

BOATS CHECKED

64 Louisiana Boats  
4 Mississippi Boats  
2 Alabama Boats  
1 Texas Boat  
2 Tug Boats

5-Fail to have commercial fish license in possession

3-Taking commercial fish without gear license

3-Taking commercial fish without vessel license

2-Failure to comply with trout closure (Commission Action)

1-Using oversize trawl

1-Unregistered motorboat

CONFISCATIONS

1-70 foot trawl, 51 undersize spotted sea trout

NOTE: RIP TIDE IN REPAIR

LOUISIANA OPERATION GAME THIEF INC.

STATUS REPORT TO LA. DEPT. OF WILDLIFE AND FISHERIES COMMISSION

Operation Game Thief has been in operation for four years. The program went into operation in July of 1984. It is a cooperative effort between concerned sportsmen, conservationists and the LA Dept. of Wildlife and Fisheries.

The Department provides the 24 hour Toll Free telephone lines and operators, and the O.G.T. Board of Directors and the Citizen's Advisory Committee provide the funds to pay the rewards for information which leads to arrest on fish and game violations. The caller's identity is protected and all information is confidential. The program is basically a Crimestoppers program for wildlife and is very similar to other programs which exist in over 40 other states.

Since July of 1984, 1,122 O.G.T. cases have been logged, plus thousands of other calls by people who were not interested in a reward, but only wished to report a violation. Since January 1st of 1988, 939 calls have been received. Forty-eight of those callers have been assigned an O.G.T. case number since they expressed an interest in a reward. Other callers who provide information which leads to arrest will be contacted when possible and offered a reward.

In May of this year, 150 calls were received by the Communications Section on the O.G.T. line. One of those calls resulted in the arrest of two subjects with 468 night herons, more commonly known as gros becs. One hundred and eighty-two (182) calls were received in June. Beginning in June a case disposition reporting system was implemented in which the field agents submit a form giving information as to the results of their investigation into complaints received on the Toll Free hotline. All complaints which provide valid information about a violation are checked.

The O.G.T. Board of Directors and Citizen's Advisory Committee meet quarterly to review the cases, determine amounts, and dispense rewards. Substantial rewards are paid. The minimum reward for a big game violation is \$300, the minimum for small game is \$100 and the maximum amount is \$1000 for information on violations of a large scale or serious nature.

In 1987, Operation Game Thief paid \$7,830.00 in rewards. So far in 1988, \$1,300.00 has been paid and the Board will pay rewards on about 5 more cases at the regular quarterly meeting at the end of July. Since 1984, O.G.T. has paid \$35,230.00.

The cases that are reviewed by the O.G.T. members are broken down into categories. The categories are big game violations, small game, license, fish and other violations. In 1987, O.G.T. paid rewards on 13 big game, 8 small game, 3 license, 4 fish and 4 other violations. In 1988, they have so far paid on 2 big game, 2 fish, and 1 other type violations. Since 1984, O.G.T. has paid 87 on big game, 44 on small game, 5 on license, 18 on fish and 15 on other violations. Information provided to Operation Game Thief has resulted in the

Page -2-

arrest of 312 violators.

Financially O.G.T. is sound. The reward fund presently has about \$20,000.00 on hand. Money is raised through tax deductible donations, raffles and the Associate Membership Program in which a person who contributes a minimum of \$10.00 per year, is provided with an annual report and a bumper sticker.

The O.G.T. Board is very supportive of the Wildlife Enforcement Agents and the Communications Section and have used funds from the "Help Our Wildlife Fund" to purchase a T.V.-V.C.R. unit for viewing training films and educational displays at sports events, and a very advanced tape recorder system which will tape incoming calls on the O.G.T. line to insure that information is accurately recorded and relayed to the field agents. We are hoping in the near future to purchase cameras through the same funding. These will be distributed to the field agents for use in investigations and gathering of evidence.

Operation Game Thief has been very successful in Louisiana and is supported by many sport and outdoor groups. It is a very important part of our modern day Wildlife Enforcement effort.

LOUISIANA OPERATION GAME THIEF, INC.

Schedule of Cash Receipts and Disbursements  
for the years ended December 31, 1987, 1986 and 1985

	1987	1986	1985
	-----	-----	-----
Cash on hand, beginning of year	\$6,438.25	\$10,436.12	\$1,876.16
Cash donations received:			
Contributions & assoc. memberships	\$6,021.00	\$6,203.00	\$21,992.24
Help Our Wildlife Fund allocation	\$0.00	\$1,249.65	\$0.00
Raffle proceeds (net of rebates)	\$17,202.11	\$85.00	\$0.00
	-----	-----	-----
Total cash donations	\$23,223.11	\$7,537.65	\$21,992.24
	-----	-----	-----
Interest earned-insured money fund	\$1,216.25	\$453.93	\$589.68
Rewards paid to confidential informants	(\$9,700.00)	(\$7,300.00)	(\$9,450.00)
Other expenses:			
Bank service charges	(\$27.16)	(\$44.04)	(\$10.00)
Printing	(\$690.38)	(\$2,266.46)	(\$4,561.96)
PSA charges - LDWF	\$0.00	(\$300.00)	\$0.00
Gun purchase	\$0.00	(\$2,078.95)	0
	-----	-----	-----
Total other expenses	(\$717.54)	(\$4,689.45)	(\$4,571.96)
	-----	-----	-----
Cash on hand at end of year	\$20,460.07	\$6,438.25	\$10,436.12
	=====	=====	=====
Cash available at end of year consists of:			
LBT checking	\$86.61	\$78.40	\$98.20
LBT investment	\$20,373.46	\$6,359.85	\$10,337.92
	-----	-----	-----
	\$20,460.07	\$6,438.25	\$10,436.12
	=====	=====	=====

LOUISIANA OPERATION GAME THIEF, INC.

Schedule of Cash Receipts and Disbursements  
from January 1, 1987 to December 31, 1987

Cash on hand, December 31, 1986		\$6,438.25
Cash donations received:		
Contributions & associate memberships	\$6,021.00	
Help Our Wildlife Fund allocation	\$0.00	
Raffle proceeds (net of rebates of \$1437.25)	\$17,202.11	
	-----	\$23,223.11
Interest earned - insured money fund		\$1,216.25
Rewards:		
Rewards paid February 1, 1987 by check	(\$2,400.00)	
Rewards paid April 28, 1987 by check	(\$4,600.00)	
Rewards paid July 24, 1987 by check	(\$500.00)	
Rewards paid November 12, 1987 by check	(\$2,200.00)	
	-----	(\$9,700.00)
Expenses:		
Bank service charges		(\$27.16)
Printing		(\$690.38)
		-----
Cash on hand at December 31, 1987		\$20,460.07
		=====
Cash available at December 31, 1987		
consists of:		
LBT checking		\$86.61
LBT investment		\$20,373.46
		-----
		\$20,460.07
		=====

La. Operation Game Thief, Inc.

Annual Report

1987

As 1988 begins, La. Operation Game Thief is now four years old. A great deal has been learned in those four years and much has been accomplished. Many more people are now aware of "O.G.T.", as it is commonly referred to, and it is now a familiar and vital part of conservation law enforcement. During 1987, we saw an increase in the calls to O.G.T.'s 24-hour hotline and noticed an increase in public awareness of the program. This seems to coincide with a trend toward decreased tolerance of game violations which have so long been a problem in Louisiana. As the sportsmen of this state become more and more aware of the illegal hunting of our deer, the gross overlimit killing of our waterfowl and the other game and fish violations which all too often occur, O.G.T. will become more important and more effective.

If you are not familiar with Operation Game Thief, a brief history of the program may be in order. The program had its beginning in the State of New Mexico in the 70's. Research studies indicated that a great deal of game law violations occurred and were never reported. Operation Game Thief began in New Mexico to encourage public involvement in game protection by offering a convenient toll free telephone number and cash rewards as an incentive to get people to call. The program was very successful and other states soon adopted it under various names. O.G.T. was organized in Louisiana in 1984. It has been well received and has had amazing success in combating poaching.

The year 1987 was another year in which O.G.T. has been contacted and given information which resulted in major cases against poachers. In exchange for that information, substantial rewards were paid to those who came forward. As always, the identity of those individuals was protected. It is interesting to note that in four years, no informant's identity has ever been revealed if that person wished to remain anonymous.

We were, at times, amazed at the amount of game or fish that had been illegally taken. One case in LaFourche Parish in February 1987 involved the selling of game fish. Eighteen hundred pounds of bream and crappie were seized in that case. A tip on closed season duck hunting in Rapides Parish in September enabled a wildlife agent to arrest two subjects with 23 wood

ducks. A call to Operation Game Thief in November about a suspicious camp in Claiborne Parish resulted in four subjects being arrested with three illegal deer.

Three hundred sixty-two calls which provided enough information to merit investigation were made to O.G.T.'s toll free number in 1987. Of these calls, 32 resulted in cases, in which a total of 54 subjects were arrested, and 92 citations issued. O.G.T. paid rewards totaling \$7,830.00 for 1987. Of the 32 cases, 13 involved big game; 8 small game; 4 fish; and 7 other related violations.

During O.G.T.'s four years, a total of 1073 calls were investigated. Rewards were paid in 132 cases and 33 more cases were made in which the caller declined any reward. Three hundred five violators were arrested and \$30,730.00 in rewards have been paid. Of these 165 cases, 85 involved big game, 44 small game, 5 license, 17 fish and 14 other related violations.

The money that is used to pay these rewards is derived entirely from tax deductible donations to O.G.T. The Board of Directors and Citizen's Advisory Committee of O.G.T. have used various methods of fund-raising to acquire funds but at present the hope is that a great many Louisiana outdoorsmen will join the Operation Game Thief Associate Membership program. If all the hunters and fishermen in the state would join the Associate Membership Program at the minimum donation of \$10.00 each, the members of O.G.T. would never have to worry about funds for rewards again.

Several other accomplishments during 1987 are worth noting. The Louisiana Department of Wildlife and Fisheries Communications Center was relocated from New Orleans to Baton Rouge. Placing the center and the operators in Baton Rouge at the main office has provided better supervision of the section and improved service to the public. These are the people who answer the phone when someone calls O.G.T. Communications equipment has been updated and improved. A television and V.C.R. unit has been ordered for O.G.T. so that films can be shown to the public at sportsmen's functions, festivals, and Hunting and Fishing Day events, to provide information and ask for help in anti-poaching efforts. Signs have been ordered which will be available to hunting clubs and landowners and to anyone who wishes to place them in their hunting area to let violators know that illegal activity will be reported to Operation Game Thief.

Secretary J. Burton Angelle of the Louisiana Department of Wildlife and Fisheries made the funds available to O.G.T. from the Help Our Wildlife Fund for these items. This is a testimony

to O.G.T.'s effectiveness and the support of the Department.

The Officers of the Board of Directors of Louisiana Operation Game Thief, Inc. for 1987 were: President Andrew J. Harrison Jr., Vice-President Bill Chapman, Secretary Jack Pabody, and Treasurer Charles Wiggins. These gentlemen did an excellent job in guiding O.G.T. through the year and accomplishing the goals set forth. They are dedicated, concerned conservationists and true sportsmen who believe game laws should be obeyed by everyone.

In summary, Louisiana Operation Game Thief, Inc. is doing well and is an integral part of Louisiana's Conservation Law Enforcement Program. O.G.T. has proved to be a deterrent to violators throughout the state. When those violators decided to break the law, they often found themselves under arrest as a result of a watchful public who chose to become involved in protecting our wildlife through Operation Game Thief.

LT. KEITH LACAZE  
O.G.T. COORDINATOR



# State of Louisiana



DEPARTMENT OF WILDLIFE AND FISHERIES

VIRGINIA VAN SICKLE  
SECRETARY

BUDDY ROEMER  
GOVERNOR

## COASTAL & MARINE RESOURCES

### SURVEY SECTION

03 - 04

### ACTIVITY REPORT

From May 30th thru June 30th

During this period field activity consisted of:

117 Surveys that were scheduled.  
15 Surveys that were unable to be done due to bad weather  
or fishermen unable to meet surveyor.

Surveys that were completed consisted of:

38 Leases that were tied into the monument control system.  
18 Applications for new area.  
44 15-year limitations.  
2 Restake applications.

Total field activity:

<u>1986</u>	<u>1987</u>	<u>1988</u>	
<u>829</u>	<u>669</u>	<u>729</u>	- Surveys scheduled.
<u>626</u>	<u>389</u>	<u>424</u>	- Surveys performed.
<u>191</u>	<u>280</u>	<u>297</u>	- Surveys unable to be done due to bad weather or fishermen unable to meet surveyor.
<u>0</u>	<u>0</u>	<u>0</u>	- Survey where fishermen refused to survey.
<u>0</u>	<u>2</u>	<u>1</u>	- Disputes settled.
<u>8</u>	<u>0</u>	<u>8</u>	- No shows.
<u>2</u>	<u>0</u>	<u>1</u>	- Applications cancelled by request.

Office activity during this period:

<u>\$3959.50</u>	- Lease rental collected.
<u>\$2216.00</u>	- Survey fees collected.
<u>6</u>	- Applications filed.
<u>36</u>	- New leases issued.
<u>13</u>	- Surveys - Private Surveyor
<u>55</u>	- Surveys - Private Surveyor, 1988





J. BURTON ANGELLE, SR.  
SECRETARY  
(504) 825 3617

DEPARTMENT OF WILDLIFE AND FISHERIES  
POST OFFICE BOX 15570  
BATON ROUGE, LA 70895

EDWIN W. EDWARDS  
GOVERNOR

COASTAL AND MARINE RESOURCES  
SEISMIC SECTION  
03-46  
ACTIVITY REPORT

FROM: May 1, 1988 THRU May 31, 1988

During this period, office and field activity consisted of:

1. 1 Crews that applied for permits to work
2. 48 Crews that we received notifications for work
3. 32 Crews that were working during the month
4. 0 Crews that cancelled work that was scheduled
5. 2 Crews that renewed or applied for bond to work in state

For month of May we collected \$ 69,611.90 Collections year to date \$ 569,855.00

TOTAL ACTIVITY YEAR TO DATE:

	1987	1988	
1.	<u>          </u>	<u>8</u>	<u>          </u>
2.	<u>          </u>	<u>208</u>	<u>          </u>
3.	<u>          </u>	<u>173</u>	<u>          </u>
4.	<u>          </u>	<u>3</u>	<u>          </u>
5.	<u>          </u>	<u>6</u>	<u>          </u>

DATE SUBMITTED: May 16, 1988

Phil Bowman

7-8-88

SHRIMP REPORT

1988

Hydrological information collected in conjunction with the Department's ongoing shrimp monitoring program prior to April indicated that factors which influence brown shrimp growth and survival were not as favorable as those observed during the same time period in 1987. Although Mississippi River discharge during the month of April, 1988 was very similar to that observed in 1987, coastal rainfall for April was above that recorded during 1987 as well as the long-term average. This lowered salinities in the northern bays to levels below the long-term average and 1987 during the critical April growing period. This also slightly lowered the total acreage of optimum brown shrimp habitat (salinities above 10 ppt.) to 1.35 million acres which is down from the 1.5 million observed in 1987.

While general hydrological observations during the critical brown shrimp growing period (April) were somewhat less favorable for brown shrimp production than those observed in 1987, significant meteorological events caused dramatic short-term fluctuations in conditions through much of coastal Louisiana. During the first week of April as much as 10 inches of rain fell in a two-day period, filling much of the northern marshes with fresh water. Then, during the second week of April, a significant frontal passage dewatered much of coastal Louisiana and dropped water levels and temperatures to record lows for that time of year.

Biological information collected during this time period depicted a somewhat different picture. Brown shrimp recruitment began during January and continued at a nominal rate through mid-March, when accumulative post larval catch equaled that of both good production years and 1987. At this time, however, accumulated post larval catches appeared to level off, increasing only slightly through the end of April. Juvenile brown shrimp catch in Barataria Bay (the indicator area), although erratic, was above that observed in 1987 during the last week of April. The average size of those shrimp observed during late April was also good, being only slightly below that observed during good shrimp production years. When comparing the average sizes of juvenile and sub-adult brown shrimp across coastal Louisiana during the last week of April, however, there did appear to be a significant difference in the sizes observed in Zone 2 and those observed in Zones 1 and 3. This led to the season in Zone 2 being opened on May 16 and the season in Zones 1 and 3 being opened on May 25.

Between the date of the shrimp meeting and the opening of the season in Zone 2, several meteorological and hydrological events occurred. During the last two days of April and the first few days of May, a significant frontal passage dropped water temperatures below 20°C (68°F) for only the third time in recent history. Also, the continued lack of rainfall and lower than normal Mississippi River discharge allowed salinities to rise above the long-term average.

## ZONE 2

When the season opened in Zone 2 at 6:00 a.m. on May 16, the largest concentrations of shrimp throughout much of the area were located along the northern edges of the major bays. This is in contrast to 1987 when the highest catches came from the barrier islands south of Timbalier and Terrebonne Bays. In 1988 on opening day highest catches were recorded in Barataria Bay, where some commercial boats were catching upwards of 1,000 pounds of 80-100 count shrimp. Catches in the Terrebonne - Timbalier Bay complex were significantly below that observed in 1987 when boats on opening day averaged 5,000 pounds of 40-50 count shrimp. In the Vermilion Bay section on opening day commercial boats were averaging upwards of 500 pounds of 36-40 count white shrimp, which is slightly above 1987. Through much of the Zone on opening day, effort was estimated to be 25-30% below that observed in 1987. In general brown catches were not as great as on opening day during 1987, but neither did they decline as dramatically after opening day as they did in 1987. Although there was some decline in brown shrimp catches after opening day in 1988, catches remained relatively constant through May and most of June. In fact, brown shrimp catches increased dramatically in the Vermilion Bay complex during the last two weeks of June as salinities and habitat improved as a result of low Atchafalaya River discharge brought on by the drought.

## ZONE 1

The spring inshore shrimp season opened in Zone 1 at 6:00 a.m. on May 25. Highest catches, particularly in the northern part of Zone 1 where fishermen were

averaging upwards of 1,200 pounds, were located in the marsh areas as opposed to the large lakes and bays. During the last half of June and the first week of July, good catches of 21-25 count brown shrimp were reported from Lake Pontchartrain.

### ZONE 3

The spring shrimp season in Zone 3 opened on May 25, 1988. Catches on opening day were mixed, made up primarily of over 100 count brown shrimp and 21-25 count white shrimp. As in Zones 1 and 2, effort was less than that observed in previous years. Also, catch and size improved as the season progressed. In 1987 after the first week of the season, shrimping activity was limited to the channel area of Calcasieu Lake where, as in 1988, shrimping has remained good in the lake proper as well as the channel.

In general, statewide hydrological conditions as they relate to brown shrimp production during the spring of 1988 have fluctuated greatly and presented a mixed bag. While salinities have been generally acceptable, temperatures have remained lower than normal through much of the spring. Statistics released by the National Marine Fisheries Service show that 9.5 million pounds of shrimp were landed in Louisiana during the month of May (Table 1). This is down from the 12.8 million landed during May of 1987, but slightly more than the 8.7 million landed during May of 1984 (Table 1). June landings are not yet available; however, they are projected to be less than the 14.1 million recorded in 1987.

### Projection Evaluation

In late April predictions of the future size of brown shrimp are utilized in making recommendations for opening of the inshore season. These predictions are based on the results of samples taken with 6' trawls in the inner marshes. The population sampled by these trawls is assumed to grow at a rate of about 1.5 mm per day (10 mm per week). It is recognized that such a simple model disregards the complex interaction of many factors such as tidal flow, moon phase, immigration, and emigration. However experience shows that the simple model frequently produces satisfactory results.

Zone 2 opened on May 16. In late April it was estimated that 45% of the shrimp would be 100 count or larger on that day. Actual results, based on a composite of 6' trawl samples indicated that 33% of the shrimp were 100 count or larger on that day (Figure 1). Samples taken from 19 commercial vessels indicate that 64% of the shrimp on the average vessel were 100 count or larger. The difference lies in that our composite is designed to include all of the habitats from inner marshes to open bays and the total shrimp population; most of the commercial fishermen sampled were fishing in open bays, lakes and bayous and were using gear designed to take only the shrimp utilized by the market they were targeting. Sampling did not include recreational fishermen or commercial fishermen working in small boats in the inner marshes.

Zones 1 and 3 opened on May 25. Estimations were that 26% and 13% of the shrimp in Zones 1 and 3 respectively would be 100 count or larger (Figure 1). Our composite on opening day indicated that 46% and 16% respectively were 100 count or larger. Samples from 14 commercial vessels from Zone 1 and 6 vessels from Zone 3 showed that 63% and 37% respectively of the shrimp were 100 count or larger.

Each year since 1981 the Department has conducted an evaluation of effects of opening day on the populations of Barataria Bay. This year the evaluation demonstrated the season was opened when 35% of the total shrimp population was larger than 100 count in the Bay. This evaluation also showed that for Barataria Bay the season opened at peak weight and when the shrimp were at the maximum length (Figures 2-5).

#### Prices

Opening day and current price per pound for the various sizes of brown shrimp are shown in Table 2.

**SHRIMP STATISTICS:**  
**May 1988**  
**(June 20, 1988)**



**UNITED STATES DEPARTMENT OF COMMERCE**  
**National Oceanic and Atmospheric Administration**  
**NATIONAL MARINE FISHERIES SERVICE**

**I. Landings, (all species, headless, thousands of pounds):**

<u>May</u>	<u>Florida West Coast</u>	<u>Alabama</u>	<u>Mississippi</u>	<u>Louisiana</u>	<u>Texas</u>	<u>Total</u>
1988*	1,126	627	790	9,469	4,333	16,345
1987*	947	628	853	12,838	5,972	21,238
1986*	1,130	1,259	1,181	18,525	4,281	26,376
1985	1,313	1,090	1,759	14,482	3,711	22,355
1984	2,313	798	1,035	8,651	3,379	16,176

<u>January-May</u>	<u>Florida West Coast</u>	<u>Alabama</u>	<u>Mississippi</u>	<u>Louisiana</u>	<u>Texas</u>	<u>Total</u>
1988*	4,634	1,535	1,034	11,461	7,966	26,630
1987*	5,321	1,662	999	17,482	12,493	37,957
1986*	7,879	3,228	1,394	25,004	12,442	49,947
1985	8,379	2,395	1,986	21,408	8,843	43,011
1984	8,126	1,770	1,191	10,936	6,411	28,434

**II. Ex-vessel price, (dollars per pound, Penaeid species only, headless, May):**

<u>Size</u>	<u>1984</u>	<u>1985</u>	<u>1986</u>	<u>1987</u>	<u>1988</u>
<b>EASTERN GULF (Florida west coast ports)</b>					
15/20	6.17	4.51	5.03	6.20	6.73
21/25	5.22	3.66	4.80	5.45	5.73
26/30	4.49	3.02	4.50	4.45	4.50
31/35	4.09	2.49	4.19	3.60	3.50
36/40	3.61	2.38	3.71	3.25	2.70
41/50	3.21	2.07	3.18	3.08	2.34
<b>NORTHERN GULF (Alabama, Mississippi, and Louisiana ports)</b>					
Un/15	7.22	5.87	6.14	7.64	8.38
15/20	6.77	4.93	5.60	7.02	7.34
21/25	5.67	4.00	5.45	5.71	6.39
26/30	4.55	3.57	5.01	4.50	4.72
31/35	4.01	2.70	4.64	3.50	4.01
36/40	3.61	2.55	4.07	3.30	3.21
41/50	3.20	2.23	3.27	3.19	2.70
<b>WESTERN GULF (Texas ports)</b>					
Un/15	7.01	5.87	6.12	8.21	8.34
15/20	6.46	4.98	5.75	6.82	7.10
21/25	5.29	4.23	5.61	5.79	6.99
26/30	4.74	3.82	5.29	4.79	5.70
31/35	4.26	3.14	4.96	3.73	4.47
36/40	3.64	2.93	4.50	3.63	4.00
41/50	3.38	2.70	4.05	3.59	2.87

**III. U.S. cold storage holdings of shrimp, (thousands of pounds):**

	<u>1984</u>	<u>1985</u>	<u>1986</u>	<u>1987</u>	<u>1988*</u>
Raw, Headless	17,030	19,235	14,280	20,016	16,583
Breaded	3,667	2,539	2,770	6,068	5,676
Peeled	8,486	11,745	6,642	9,104	10,537
Unclassified	22,983	10,508	7,769	8,986	9,348
<b>Total</b>	<b>52,166</b>	<b>44,027</b>	<b>31,461</b>	<b>44,174</b>	<b>42,144</b>



TABLE 2

## BROWN SHRIMP

Price Per Pound (Heads-on) (Dulac)

<u>Count</u>	<u>Opening Day</u> <u>1987</u>	<u>Opening Day</u> <u>1988</u>	<u>July 7</u> <u>1988</u>
10-15	3.30	4.00	4.00
16-20	2.80	3.25	3.00
21-25	2.30	2.50	1.85
26-30	2.05	2.00	1.55
31-35	1.80	1.70	1.40
36-40	1.60	1.40	1.20
41-50	1.40	1.00	1.10
51-60	1.10	.85	1.00
61-70	.90	.70	.90
71-80	.75	.60	.80
80-100	.65	.50	.70
<100	.40	.40	

down

up

70%

FIGURE 1

PERCENTAGE OF SHRIMP POPULATION 100 COUNT OR LARGER  
PRIOR TO OPENING DAY - 1988

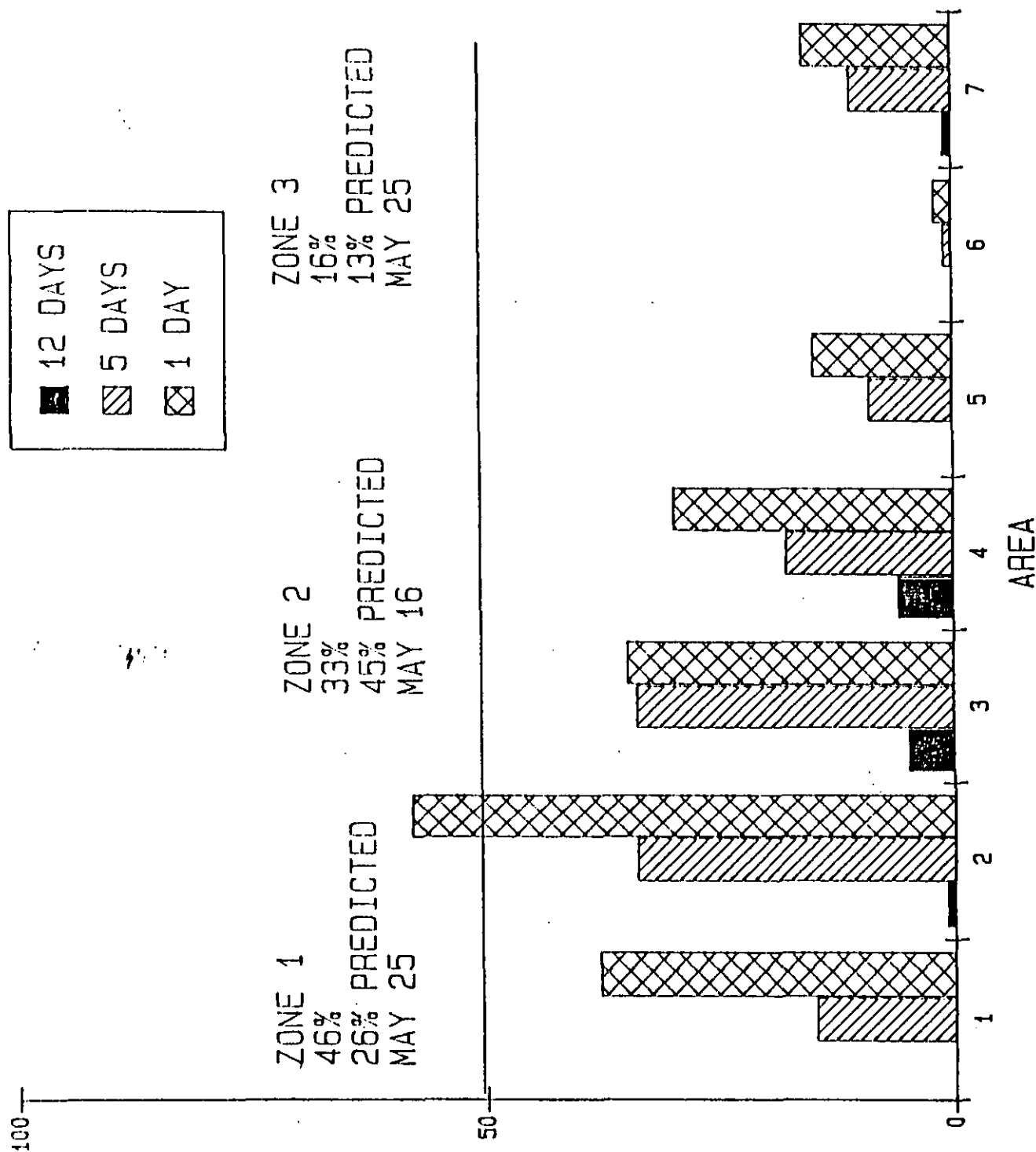


FIGURE 2

AREA III, 1988 BROWN SHRIMP

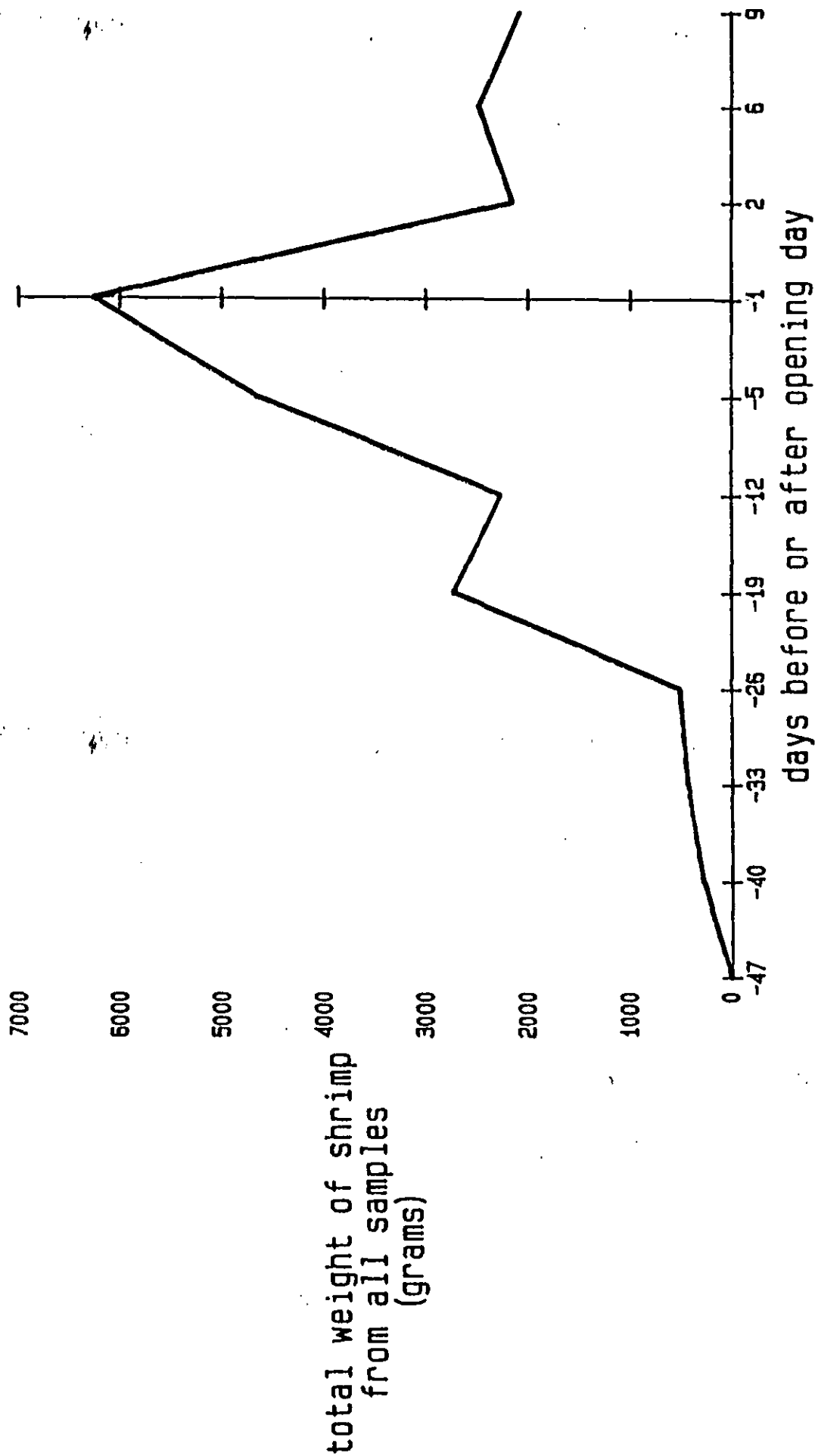


FIGURE 3

AREA III, 1988 BROWN SHRIMP

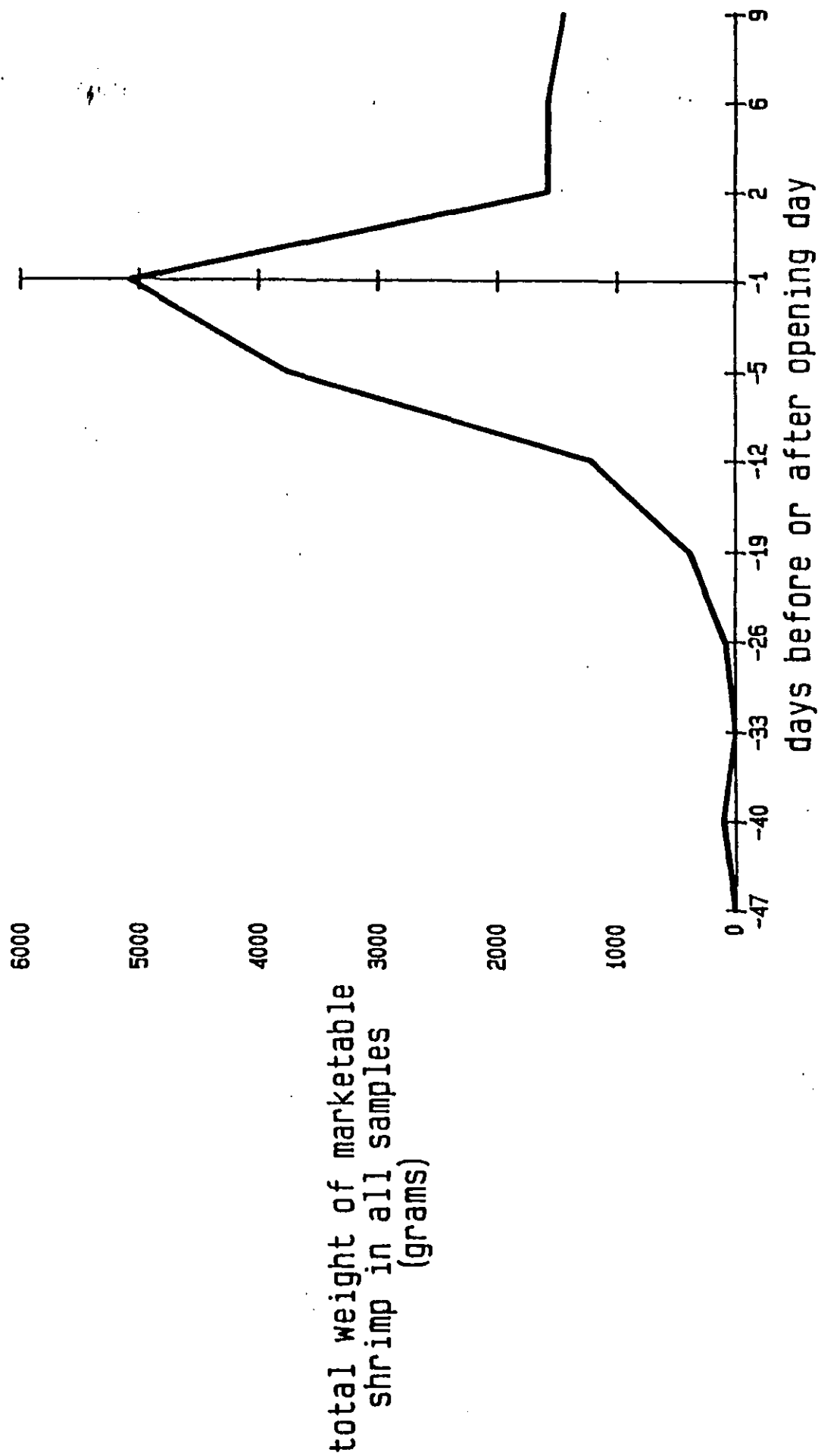


FIGURE 4

AREA III, 1988 BROWN SHRIMP

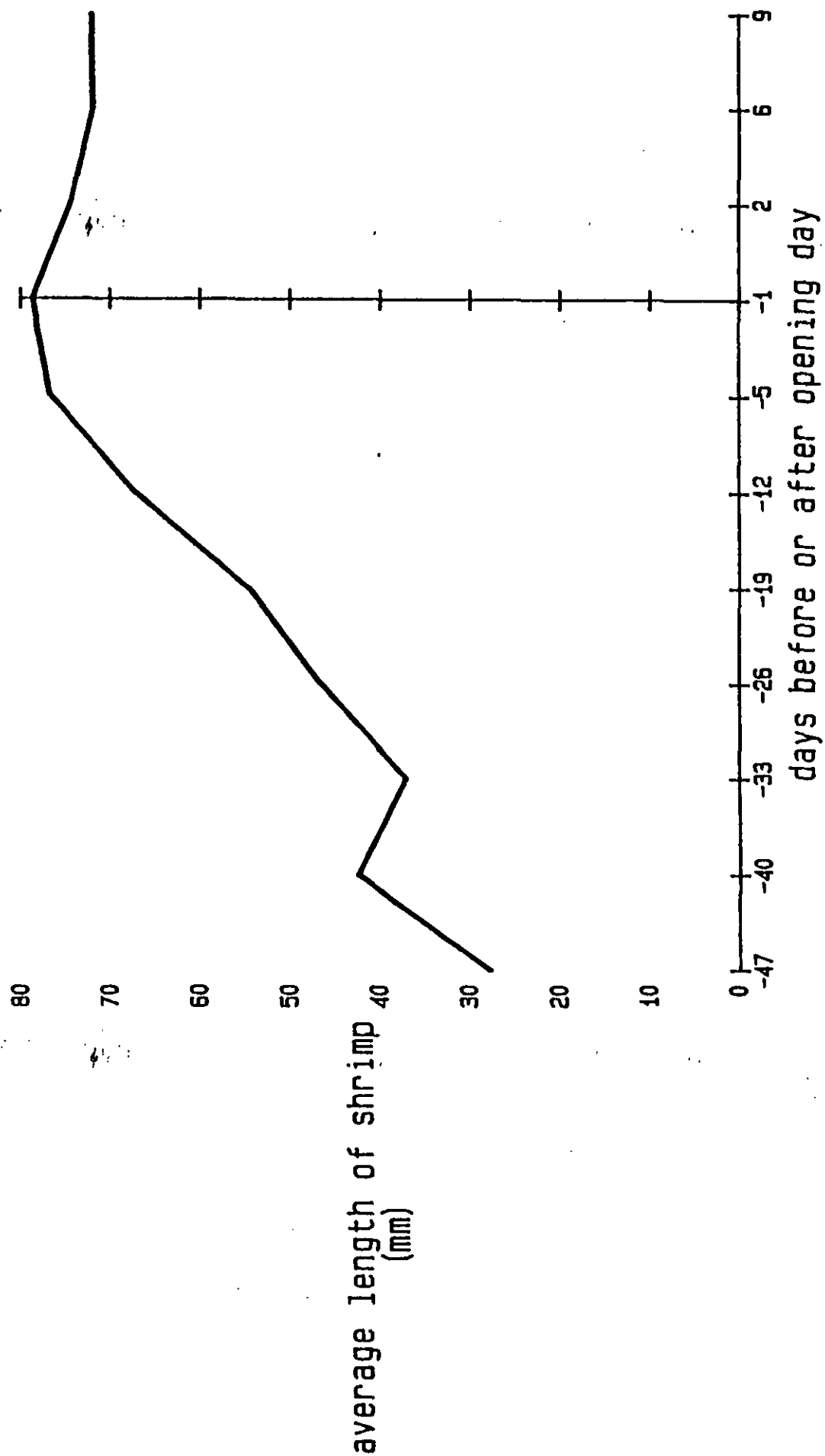
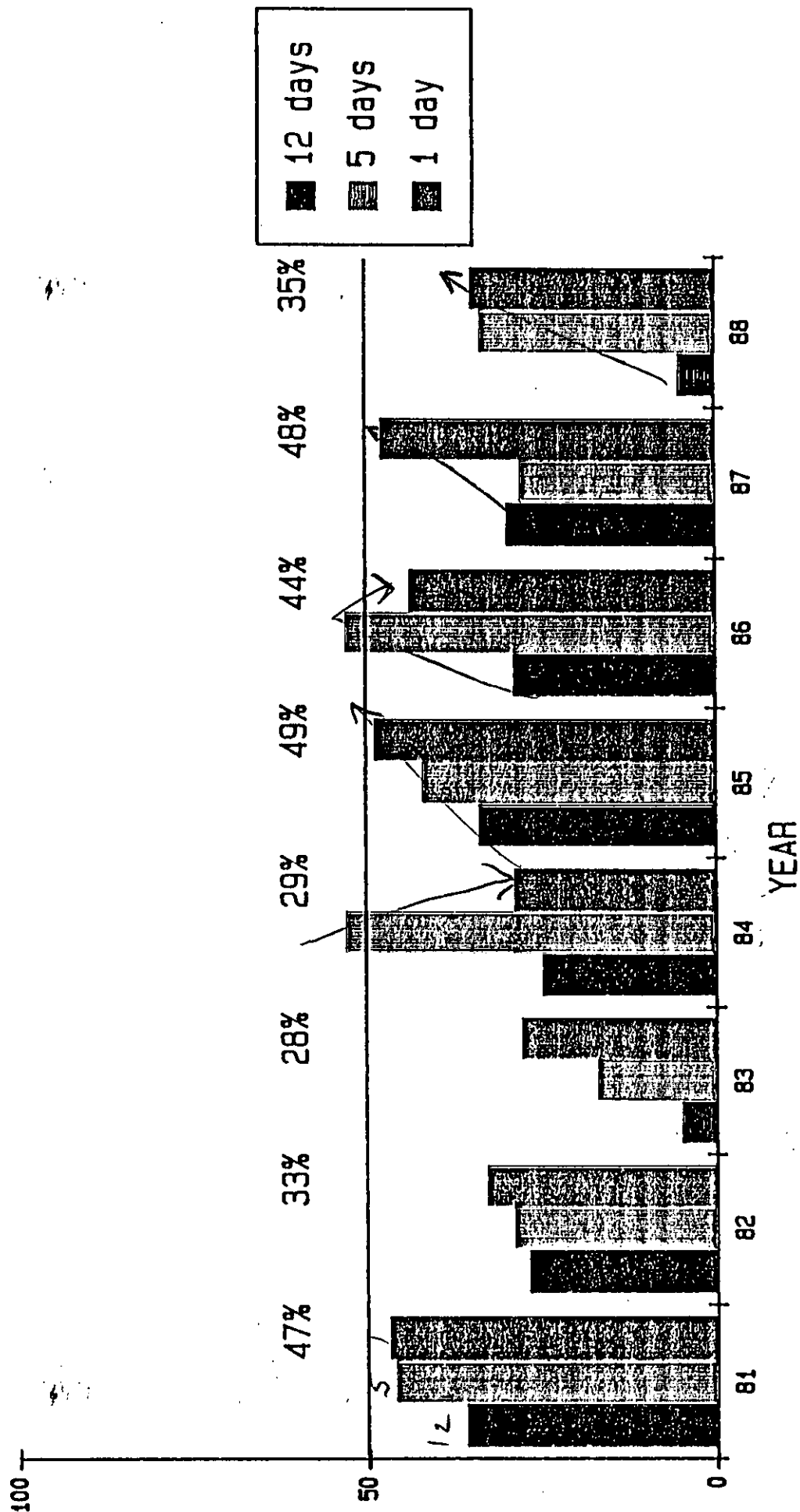


FIGURE 5

AREA III PERCENTAGE OF BROWN SHRIMP 100 COUNT OR LARGER PRIOR TO OPENING DAY



RESOLUTION

SHELL DREDGING LEASES

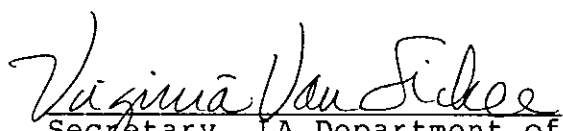
WHEREAS, the Commission has considered the recommendations of the Minerals Committee and the comments and recommendations of other interested agencies and groups relative to the issuance of leases for the dredging of shells from state water bottoms,

THEREFORE, BE IT RESOLVED that the Commission does hereby:

- (A) Adopt a minimum per cubic yard royalty of 80 cents;
- (B) Adopt the attached standard lease form with such modifications as may be reflected in the minutes;
- (C) Set guaranteed annual minimum royalties as follows:
  - 1. Lakes Pontchartrain and Maurepas \$ 640,000
  - 2. East Central Coast \$ 720,000
  - 3. West Central Coast \$ 100,000
- (D) Set a performance bond for these leases as follows:
  - 1. Lakes Pontchartrain and Maurepas \$ 1,920,000
  - 2. East Central Coast \$ 2,160,000
  - 3. West Central Coast \$ 300,000
- (E) Set a bid bond for each lease in the amount of five (5%) percent of the performance bond amount.

Baton Rouge, Louisiana this 30th day of June,  
1988.

  
Chairman, Wildlife and  
Fisheries Commission

  
Secretary, LA Department of  
Wildlife and Fisheries



## BID PACKAGE

1. Special Instructions
2. Notice of Publication
3. Bid Form
4. Bid Bond Form
5. Lease Forms



SHELL DREDGING LEASES  
SPECIAL INSTRUCTIONS

1. For general instructions, see Notice of Publication.
2. For tract descriptions see Notice of Publication and maps attached to lease forms.
3. Portion of tract bids:

The three (3) lease forms, Lease Nos. 1, 2 and 3 have been specifically written to apply to Tracts 1, 2 and 3, respectively in their entirety. This is particularly true of the guaranteed annual minimum royalty and the performance bond amounts.

The acreages for each of the three tracts are as follows:

Tract No. 1.	Lakes Pontchartrain and Maurepas
	394,127 acres
Tract No. 2.	Central Coast, East
	323,000 acres
Tract No. 3.	Central Coast, West
	353,051 acres

If a lease is awarded based on a portion of one of the described tracts, the guaranteed annual minimum royalty and performance bond amounts will be reduced proportionally, based strictly on the number of acres in the two tracts. If, for example, a bid is submitted on a portion of Tract No. 2, which, for the sake of simplicity, contains exactly one-half the acreage of the whole of Tract 2, then the guaranteed annual minimum royalty and performance bond amounts shall be reduced in the lease to \$360,000 and \$1,080,000 respectively, rather than \$720,000 and 2,160,000 which would be required if the whole tract were bid. (The performance bond amount represents three (3) times the guaranteed annual minimum royalty.)

This will, of course, necessarily affect the bid bond amount which is five percent (5%) of the performance bond amount. Thus, in the above example the bid bond for the portion would be \$54,000, rather than \$108,000 which would be required if the whole tract were bid.

An example of how this was computed, using the above hypothetical is as follows:

1. Tract No. 2 (whole)  
323,000 acres - \$720,000 guaranteed annual minimum royalty.
2. Portion bid submitted for 161,500 acres, exactly half of the entire acreage of Tract No. 2.
3. Thus, the guaranteed annual minimum royalty is reduced by one half, or \$360,000.
4. This amount is multiplied by three (3) [the term of the lease in years] to arrive at \$1,080,000, the amount of the performance bond.
5. This amount is then multiplied by five percent (5%) to arrive at \$54,000 the amount of the bid bond (or cash payment).

The bidder should perform these computations before bidding, particularly as the bid bond or cash payment must be submitted with the bid. Obviously, the bidder should take great care in computing the correct acreage of any portion bid as this acreage figure will directly affect the amount of the bid bond required.

Bidders are required to indicate on the bid form the approximate number of acres in the portion of the tract bid upon. When portion bids are received, the Department will independently confirm the bidder's estimation of acreage, using the transparent plat submitted by the bidder. The Department will further confirm that the bid bond submitted is of a sufficient amount for the acreage bid upon.

ANY BID BOND SUBMITTED TOTALING LESS THAN NINETY PERCENT (90%) OF THE AMOUNT REQUIRED, BASED UPON THE DEPARTMENT'S ACREAGE DETERMINATION, WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

When a portion bid has been accepted by the Commission as the successful bid, and there is a difference between the Department's acreage determination and the bidder's (which is not within the acceptable margin of error for such determinations), then the Department's acreage determination shall prevail for purposes of the lease, specifically the property description, guaranteed annual minimum royalty and performance bond.

#### 4. Bidding.

When submitting a bid in person:

The number of the tract upon which the bid is made should be designated on the envelope sealing the bid.

When submitting a bid by mail:

Each bid should be placed in a separate sealed envelope with the tract number of each tract to be bid on identified on the outside of each envelope. The bid or bids should then be placed into a larger envelope, addressed and forwarded to the Louisiana Department of Wildlife and Fisheries, P. O. Box 98000, Baton Rouge, Louisiana 70898-9000 ATTENTION: Susan Newsom by REGISTERED or CERTIFIED mail, with a notation thereon to the effect that a sealed bid is enclosed. A bid may cover all or any portion of the tract advertised. The Commission has authority to accept the bid most advantageous to the State, may reject any and all bids, or may lease a lesser quantity of property than advertised and withdraw the rest. If a joint bid is submitted the UNDIVIDED INTEREST OF EACH PARTY should be designated on the bid in order that the proportionate interest of each bidder may be stipulated in the lease contract.

NOTE: For the convenience of the Commission and in order to obviate errors, the address of each company should be designated on the Bid form for clarification in typing the lease contract.

The minimum acceptable royalty is eighty cents (\$.80) per cubic yard.

The term of the leases shall be three (3) years.

The bidder must enclose an executed bid bond or CERTIFIED check, CASHIER'S check or BANK money order with the bid in an amount equal to five percent (5%) of the performance bond amount payable to the Louisiana Department of Wildlife and Fisheries.

The bid bond, certified check, cashier's check or bank money order for the amount of the cash payment is forfeited in the event the bid is accepted and the bidder or bidders fail to enter into a written contract within twenty (20) days after such lease is submitted to lessee for execution. In the event the bid is rejected, the said check shall be returned, or the bid bond shall be voided.

NOTICE OF PUBLICATION  
OFFICE OF MINERAL RESOURCES  
ON BEHALF OF THE WILDLIFE AND FISHERIES COMMISSION  
BATON ROUGE, LOUISIANA 70821

By virtue of and in conformity with the provisions of Sub-part A of Chapter 2, Title 30 of the Louisiana Revised Statutes of 1950, as amended, R.S. 56:441 and 471, and other applicable laws, sealed bids will be received in the Louisiana Wildlife and Fisheries Commission office located at 2001 Quail Drive, Baton Rouge, Louisiana 70808 on or before the 31st day of August, 1988 at 2:00 p.m., for leases to explore, drill for and produce fossil shells and fossil shell deposits on the following described tracts (Tracts 1 - 3) at which time and date the bids will be opened publicly in the conference room, Louisiana Wildlife and Fisheries Commission, 2001 Quail Drive, Baton Rouge, Louisiana 70808. The successful bidders will be formally selected by the Louisiana Wildlife and Fisheries Commission at its regularly scheduled September, 1988 meeting.

All bids are to offer a per-cubic-yard royalty for leases having a primary term which shall not exceed three (3) years, which leases are to be granted without any warranty or recourse against lessor whatsoever, either expressed or implied, not even for return by lessor of any payments received under the lease or being otherwise responsible to LESSEE. The MINIMUM ROYALTY as set by the

Louisiana Wildlife and Fisheries Commission is 80 cents per cubic yard. A bid of a royalty less than the aforesaid minimum will be increased to said minimum by the Commission. All bidders are notified that the Commission does not obligate itself to accept a bid which offers the aforesaid minimum, but reserves the right to accept a bid which offers in excess of the minimum and is considered most advantageous to the State of Louisiana.

The provisions of this notice or advertisement and the relevant statutes establish the material considerations necessary for the formulation of proper bids, and this notice or advertisement shall not be deemed to be modified, enlarged or diminished by resolutions or policy expressions of the Commission not incorporated herein expressly or by reference.

The leases are available to any interested bidders at the Office of the Secretary, Department of Wildlife and Fisheries prior to the opening of the bids on the tract, and prospective bidders should carefully examine the same prior to submitting any bid therefor.

All tracts available for leasing are situated in the Louisiana Coastal Zone as defined by Act 361 of 1978 (LSA R.S. 49:213). Such tracts are subject to the guidelines and regulations promulgated by the Coastal Management Section of the Department of Natural Resources. Further, said tracts

are subject to review and permitting by the United States Army, Corps of Engineers, and may be subject to the review, guidelines, regulations and permits of other state and federal agencies.

All leases awarded shall be executed upon terms and conditions provided in the current State lease forms, including but not limited to provisions as follows: Should LESSEES fail to begin the actual dredging on the lease premises within ninety (90) days from the date of the lease, the lease may terminate as to both parties to the lease; provided, however that the Louisiana Wildlife and Fisheries Commission may extend this period if LESSEES' failure to begin dredging is due to delays in issuance of applicable permits which LESSEES have demonstrated a due and diligent effort to obtain. The lease shall contain provisions against the assignment or sublease of the lease unless approved by the Louisiana Department of Wildlife and Fisheries.

A bid bond in the following amount(s) shall be submitted with each bid:

Tract 1:	\$ 96,000
Tract 2:	\$108,000
Tract 3:	\$ 15,000

Said bid bond shall be written on forms prepared by the Commission and available to prospective bidders at the office of the Department of Wildlife and Fisheries, and

shall ensure the commitment of each bidder to enter into and execute the leases, if selected as high bidder. Said bid bond shall be in favor of the Louisiana Department of Wildlife and Fisheries. In lieu of the bid bond and in the same amount thereof, bidders may tender with their bid, cash payments in the form of a certified check, cashiers check or bank money order payable to the Louisiana Department of Wildlife and Fisheries, and the certified check, cashiers check or bank money order accompanying the bid of the successful bidder shall be immediately negotiated by the Louisiana Department of Wildlife and Fisheries and the proceeds thereof deposited in the Conservation Fund. This cash payment shall be credited to the LESSEE and applied to the cubic yard royalties and/or guaranteed annual minimum royalties as the case may be.

No bid submitted with the above bid bond or cash payment may be thereafter withdrawn or cancelled. The successful bidder to whom the lease is awarded on the date of the lease sale shall return the written lease, duly executed, within TWENTY (20) DAYS after bidder's receipt of same under penalty of forfeiture of the lease and the aforesaid bid bond or cash payment previously tendered in the event of failure to do so.

Bids may be for the whole or any particularly described portion of the water bottoms advertised; however bidders are

advised that the Commission desires to lease the entirety of the water bottoms herein described and bidders are encouraged to submit bids for the whole tract. All bidders are hereby notified that bids on portions of tracts should be described by metes and bounds and be accompanied by a transparent plat outlining thereon the portion bid upon. The scale of the plat should be 1 inch = 4,000 feet.

The Louisiana Wildlife and Fisheries Commission reserves the right to reject any and all bids or to grant a lease on any portion of the tract advertised and to withdraw the remainder of the tract.

Office of Mineral Resources  
On Behalf of the Louisiana  
Wildlife and Fisheries  
Commission

Published in the Baton Rouge "State Times" on July \_\_, 1988, and the Official Journal of the Parishes in which the property is located.



## TRACT 1

### LAKES PONTCHARTRAIN AND MAUREPAS LEASE

All water bottoms located within the entirety of Lake Maurepas, situated within Tangipahoa, Livingston and St. John the Baptist Parishes, containing approximately 58,191 acres, and all water bottoms located within the entirety of Lake Pontchartrain, situated within St. Tammany, Tangipahoa, St. John the Baptist, St. Charles, Jefferson and Orleans Parishes, containing approximately 394,127 acres, as shown by a map designated Attachment A which is on file at the offices of the Louisiana Department of Wildlife and Fisheries and subject to all restrictions reflected on said Attachment A.

## TRACT 2

### CENTRAL COAST, EAST LEASE

All water bottoms located in the Parishes of St. Mary, Iberia and Terrebonne which lie within an area beginning at a point on the shore of East Cote Blanche Bay at Longitude  $91^{\circ} 37'$  West approximately two and three quarter miles east of Marone Point, thence easterly and southerly along the perimeter of East Cote Blanche Bay to Point Chevreuil, then continuing northeasterly along the perimeter of Atchafalaya Bay to Wax Lake Outlet, then Southeasterly across Wax Lake Outlet to the western point of Belle Isle, then along the perimeter of Atchafalaya Bay to the west bank of the mouth of the Atchafalaya River, thence easterly across the mouth of the Atchafalaya River to the opposite shore, thence following the perimeter of Atchafalaya Bay to the southwesterly point of Halter's Island, thence taking in the entire perimeter of Four League Bay and Bay Castagnier, back to South Point, thence in a southwesterly direction following the shoreline of Pointe-au-Fer Island to Pointe-au-Fer, thence in a southeasterly direction along the shore of Point-au-Fer Island to the mouth of Oyster Bayou, then northerly to include the entire perimeter of Oyster Bayou, thence in a southeasterly direction from the mouth of Oyster

Bayou along the shoreline of Terrebone Parish to Longitude 90° 50' West, thence south along Longitude 90° 50' to the outer boundary of the State of Louisiana, thence in a northwesterly direction in the Gulf of Mexico along the outer boundary of the State of Louisiana to its intersection with Longitude 91° 37', thence north along Longitude 91° 37' to the point of beginning; containing approximately 323,000 acres, as shown by a map designated Exhibit A which is on file at the offices of the Louisiana Department of Wildlife and Fisheries and subject to all restrictions reflected on said Exhibit A.

### TRACT 3

#### CENTRAL COAST, WEST LEASE

All water bottoms, less and except those within Marsh Island, located in the Parishes of Vermilion, Iberia and St. Mary which lie within an area beginning at a point on the shore of East Cote Blanche Bay at Longitude  $91^{\circ} 37'$  West, thence westward along the shoreline to Point Marone, thence northward and westward along the shoreline of West Cote Blanche Bay to Dead Cypress Point, thence counterclockwise along the periphery of Vermilion Bay to Southwest Point, thence along the western shore of Southwest Pass to the mouth of Southwest Pass, thence westward along the shoreline of the Gulf of Mexico to the boundary line between the Parishes of Cameron and Vermilion, thence south to the outer boundaries of the State of Louisiana, thence eastward along the outer boundary of the State of Louisiana to its intersection with Longitude  $91^{\circ} 37'$ , thence north along Longitude  $91^{\circ} 37'$  to the point of beginning; containing approximately 353,051 acres, as shown by a map designated Exhibit 1 which is on file at the office of the Louisiana Department of Wildlife and Fisheries and subject to all restrictions reflected on said Exhibit 1.

LOUISIANA WILDLIFE AND FISHERIES COMMISSION BID FORM

\_\_\_\_\_, 1988

Tract No. \_\_\_\_\_

Entire Tract - Approximately \_\_\_\_\_ acres

Portion of Tract - Approximately \_\_\_\_\_ acres

Bidder: \_\_\_\_\_  
(Name to appear on lease contract,  
if lease is awarded)

For a three (3) year lease.

ROYALTY:

\_\_\_\_\_ per cubic yard of all shell dredged, produced and  
utilized, but not less than eighty cents (80 ) per cubic  
yard.

Metes and bounds description as follows: (REQUIRED FOR  
PORTION BID ONLY) - (Plat showing portion outlined in red is  
attached)

In the event of a "Joint bid", the undivided interest of  
each bidder is as follows:

The lease contract is to be drafted on such terms as are  
provided for and written in the current lease form approved  
by the Louisiana Wildlife and Fisheries Commission for shell  
dredging leases granted by the Board.

In the event this bid is accepted, the lease contract should  
name \_\_\_\_\_

as lessee or lessees, of the following domicile(s) or  
residence(s) \_\_\_\_\_

(address(es) to be used on the lease form itself)  
acting herein on his, its, their own behalf or through  
agent. \_\_\_\_\_

The Louisiana Wildlife and Fisheries Commission should mail  
the contract to: \_\_\_\_\_

at the following address: \_\_\_\_\_

attention of \_\_\_\_\_.

The undersigned acknowledges that the bid bond or certified check, cashier's check or bank money order, payable to the Louisiana Department of Wildlife and Fisheries, for five percent (5%) of the performance bond amount as determined by the Commission and set out in the lease forms, shall accompany and be submitted with each bid, and no bid thus submitted may be thereafter withdrawn or cancelled and the certified check, cashier's check or bank money order accompanying the bid of the successful bidder shall be immediately negotiated and endorsed by the Louisiana Department of Wildlife and Fisheries, and the proceeds thereof deposited immediately in the Conservation Fund. The undersigned further acknowledges that the successful bidder, to whom the lease is awarded on the date of the lease sale, shall return the written lease, duly executed, within TWENTY (20) DAYS after his receipt of same. In the event this bid is rejected said certified check, cashier's check or bank money order shall be returned.

Respectfully submitted,

---

NOTE:

Bid bond, certified check, cashier's check or bank money for the required amount should be attached. Checks should be made payable to Louisiana Department of Wildlife and Fisheries.

The tract number of the tract on which the bid is made should appear on the envelope sealing this bid.

BID BOND

\_\_\_\_\_, as Principal  
(Bidder) and \_\_\_\_\_,  
as Surety, are bound unto the State of Louisiana, Department  
of Wildlife and Fisheries, (hereinafter called the  
Department) in the sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) for payment of  
which the Principal and Surety bind themselves, their heirs,  
executors, administrators, successors and assigns, jointly  
and severally.

Signed and sealed this \_\_\_\_\_ day of  
\_\_\_\_\_, 1988.

The condition of this obligation is such that, whereas  
the Principal has submitted a bid to the Department on a  
lease for the dredging of fossil shell on Tract No. \_\_\_\_\_,  
if the said lease is awarded to the Principal and the  
Principal, within the specified time, enters into the lease  
in writing and gives bond with Surety acceptable to the  
Department for performance of said lease, this obligation  
shall be void; otherwise to remain in effect.

\_\_\_\_\_  
Principal (Bidder)

\_\_\_\_\_  
Surety

BY \_\_\_\_\_

Authorized Officer -  
Owner - Partner

BY \_\_\_\_\_

Agent or Attorney-in-Fact  
(Seal)

\_\_\_\_\_  
Typed or Printed Name

I certify that I am, as of the date of this bond, a  
licensed Resident Agent of the State of Louisiana in good  
standing with the Louisiana Insurance Commission and  
authorized to countersign this bond on behalf of the Surety.

BY \_\_\_\_\_

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Agent License Number



LEASE FOR FOSSIL SHELL EXTRACTION  
FROM STATE OWNED WATER BOTTOMS

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

SHELL LEASE NO. 1: Lakes Pontchartrain and Maurepas

WHEREAS, under the provisions of Section 441 of Title 56 of the Louisiana Revised Statutes of 1950, as amended, and other applicable laws, the Louisiana Wildlife and Fisheries Commission advertised for the bids for a lease covering fossil shells on the property described below; and

WHEREAS, in response to required advertisements, bids were received and duly opened in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana on the \_\_\_\_\_ day of \_\_\_\_\_, 1988, at a meeting of the Louisiana Wildlife and Fisheries Commission; and,

WHEREAS by resolution duly adopted, the Louisiana Wildlife and Fisheries Commission accepted the bid of

\_\_\_\_\_  
\_\_\_\_\_  
whose mailing address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as "Lessee") as being the most advantageous to the State of Louisiana:

NOW, THEREFORE, be it known and remembered the Louisiana Wildlife and Fisheries Commission acting under said authority for and in behalf of the State of Louisiana, as Lessor, does hereby lease unto the said Lessee, the property described below for the purpose of extracting fossil shells and fossil shell material. In connection therewith Lessee shall have the right to use so much of the property as may be reasonably necessary for such operations, subject to restrictions contained in this lease or

applicable permits. The leased property, situated in the State of Louisiana, is more fully described as follows:

All water bottoms located within the entirety of Lake Maurepas, situated within Tangipahoa, Livingston and St. John the Baptist Parishes, containing approximately 58,191 acres, and all water bottoms located within the entirety of Lake Pontchartrain, situated within St. Tammany, Tangipahoa, St. John the Baptist, St. Charles, Jefferson and Orleans Parishes, containing approximately 394,127 acres, as shown on the attached chart designated as Attachment A which is made a part hereof, and subject to all restrictions reflected thereon.

#### 1. TERM

The rights and privileges herein granted shall be for a period of three (3) years beginning \_\_\_\_\_ and ending \_\_\_\_\_. This lease shall be subject to all existing oil and gas pipeline rights-of-way, mineral leases and servitudes granted by third parties and the State of Louisiana through the Department of Natural Resources located in the area hereinabove described and of record as of the date of this lease. Nothing herein shall preclude the State of Louisiana from granting future oil and gas pipeline rights-of-way, mineral leases and servitudes to third parties.

#### 2. ROYALTY

As consideration under this lease, LESSEE shall pay the Department of Wildlife and Fisheries, (hereinafter referred to as the Department), a base royalty of 80 cents per cubic yard for all shells and shell deposits removed from the above described water bottoms, during the first lease year.

Beginning on the first day of the second lease year, and on the first day of the lease year in each year thereafter during the balance of this lease, LESSEE shall

pay the Department a royalty for each such lease year which shall be increased from the previous year's per cubic yard royalty provided for above, based on the following formula:

Said base royalty shall be adjusted on the first day of the lease year for the ensuing twelve month period by multiplying said base royalty per cubic yard by the quotient in which the numerator shall be the All Urban Consumer Price Index, or its successor Index, calculated by the appropriate agency of the Federal Government and publicized by the Federal Reserve Bank of St. Louis, Missouri (hereinafter called the ALL URBAN CONSUMER PRICE INDEX), for the month of December immediately preceding the twelve month period for which said royalty is being adjusted, and the denominator shall be the All Urban Consumer Price Index for the initial month of the lease. The resulting quotient expressed in a percentage shall be applied to the base royalty and shall be the basis for the new royalty. In the event the All Urban Consumer Price Index has not been published in time to compute any monthly payment due the Department by LESSEE, then LESSEE shall pay the Department the same royalty paid during the preceding month or months and as soon as the determining monthly All Urban Consumer Price Index is published, LESSEE shall make such adjustments to the previous royalty payments as may be necessary to correctly pay the Department the adjusted royalties due hereunder.

The foregoing notwithstanding, in no event shall the royalty payable by LESSEE to the Department throughout the period of this Contract be less than the base royalty per cubic yard.

Payment in full of royalties for all shells and/or deposits removed by the LESSEE during any one calendar month

shall be made on or before the 15th day of the succeeding month, all in a manner consistent with the applicable law of the State of Louisiana. Any unpaid royalties shall be subject to legal interest which shall begin to accrue on the date said royalties are due.

For purposes of this lease, measurements of cubic yards of shell on barges shall be calculated as follows:

$$\text{Volume} = \frac{L}{162} (A + d + 4M) = \text{cubic yards}$$

Where A = Area of top  
d = Area of base  
M = Area of cross section midway  
between top and base  
L = Height

### 3. DATA; AUDIT AND INSPECTION

LESSEE, on or before the 15th day of each month, shall furnish the Department any or all of the following types of data relating to shell production: (1) type of material removed, (2) dates removed, (3) name of vessel, (4) area of dredging, (5) cubic yards removed, and (6) amount due.

These data shall not be deemed conclusive and the Department reserves the right, and LESSEE so agrees, to permit the Department's authorized representative and/or agents and representatives of the Legislative Auditor's Office or the Inspector General's Office to examine any and all of LESSEE'S books, records and memoranda of whatever kind or nature, pertaining to or having any connection whatever with the removal or sale of said shells.

The Department further reserves the right, and LESSEE agrees, to have the Department's agents or representatives and/or agents and representatives of the Legislative Auditor's Office or the Inspector General's Office inspect the barges, boats, and dredges, etc., in which the said shells are removed, and to keep a check on the number thereof, and also to determine by whatever means

it may deem necessary, the number of cubic yards of shells which have been removed from the hereinabove described beds or water bottoms, and to require the payment therefor.

LESSEE shall permit routine field inspections by the above personnel for the purposes of verifying:

- a) location of dredges,
- b) direction of effluent discharge,
- c) measurements of quantity of shell aboard, and
- d) compliance with all Department of Wildlife and Fisheries regulations pertaining to shell dredging.

For the purposes of this inspection, the LESSEE shall allow the above personnel to board vessels for inspection of documents and records pertinent to the leases and regulations, positioning equipment, shell cargo, any other operations of the dredge and/or its supporting equipment, and to retrieve Loran-C tapes from recording instruments.

#### 4. EQUIPMENT AND PERSONNEL

LESSEE warrants that it has currently under its exclusive ownership and/or control, or will have by the effective date of this lease, an adequate supply of dredges, adequately powered tow boats for the operating conditions, barges, cranes, machinery, tools and implements of every kind or character which may be necessary to the taking and removal of shell and/or shell deposits under the terms of this Agreement. LESSEE further warrants that it has in its employ a number of skilled personnel sufficient to adequately perform the requirements of this contract. LESSEE also warrants that it has, or will acquire, valid permits issued by the United States Army Corps of Engineers, the Louisiana Department of Natural Resources, and any other agencies as may be required by law.

#### 5. LIABILITY, HOLD-HARMLESS, DEFENSE AND INSURANCE

It is expressly understood that the Department and the Commission shall incur no liability or expense of any kind in connection with the ownership, control and operation

of such equipment by LESSEE, including but not limited to all court costs, cost of defense and any judgments arising from any claims, actions or causes of action by all third parties, LESSEE, its employees, agents, officers, directors, successors and assigns, their employees, agents, officers and directors caused by LESSEE, its employees, agents, successors and assigns in the exercise of the dredging rights and privileges granted by this lease.

LESSEE agrees that it shall be liable and responsible for property damage or personal injury, whether to property of the State of Louisiana or of any individual, firm or corporation, or to any person or persons, caused by the negligence or breach of contract of LESSEE or by its agents, directors or employees of any kind. LESSEE, its successors and assigns agree to indemnify the Department and the Commission and their officers and employees for all such damage or damages and to hold the Department harmless from all such damage or damages caused by such LESSEE, including assuming the cost and expense of defending all claims, actions, or causes of action which are or may be filed seeking such damage or damages.

It is expressly provided that neither the Department nor the Commission shall have any responsibility or liability relative to navigation of LESSEE'S vessels, nor shall the Department or the Commission have any responsibility or liability to inform or advise LESSEE as to the existence or location of any pipelines, drilling platforms, bridges, causeways, docks, piers or other structures, located on the property which is included within this lease. It is further expressly provided that LESSEE shall bear sole responsibility for the navigation of its vessels and for determining the existence and location of all pipelines, drilling platforms, bridges, causeways,

docks, piers or other structures which may be located on or within the property leased herein.

It is further provided that LESSEE will defend, indemnify and hold harmless the Department and the Commission and their officers and employees for any claims, demands, liabilities or causes of action arising out of LESSEE'S taking of shells, including those arising out of the navigation of LESSEE'S vessels, or collisions between LESSEE'S vessels and other vessels, pipelines, drilling platforms, bridges, causeways, docks, piers or other structures, even if such action is alleged to have been brought about solely, or in part, by the negligence of the Department. It is expressly provided, however, that LESSEE shall not be obligated to defend, indemnify and hold the Department or Commission harmless for any claim which does not directly involve LESSEE'S vessels, equipment and/or operations. It is further provided that LESSEE shall not be obligated to defend, indemnify and hold harmless the Department or Commission for any claim for worker's compensation filed by any of their employees; provided, however that nothing herein shall preclude the Department or the Commission from maintaining an action for recovery against the LESSEE under the laws of the State of Louisiana, including LSA R.S. 23:1101 et seq. LESSEE shall specifically obtain insurance coverage of this indemnity provision and shall furnish the Department with satisfactory evidence of such coverage, from a company that A. M. Best and Company has given a "B" or better rating, of not less than FIFTEEN MILLION (\$15,000,000.00) DOLLARS. LESSEE agrees to name the Department and the Commission and their officers and employees as an additional insured under this policy of insurance, and to furnish the Department a copy of same.

In all suits arising out of this contract, the parties hereto agree that Louisiana law shall govern, and

that the state courts of Louisiana shall be the proper forum, unless such suit is required to be filed in or is removed to any federal court in this state.

#### 6. OPERATION, LOCATION AND MOVEMENT OF VESSELS

LESSEE further agrees, binds and obligates itself before commencing operations in accordance with this lease, to furnish the Department a map, plat or chart to scale as specified by the Department, of the major areas of the beds and water bottoms hereinabove described and from which LESSEE shall take and remove shells and/or shell deposits, which map, plat or chart shall have marked thereon the location at which LESSEE shall commence its operations; and from time to time, LESSEE shall notify the Department, in writing, of any and every major change of location of its operations, and by correcting said map, plat or chart aforesaid by marking its new major areas of operation as well as each and every former major area of operation under this lease.

At the Department's request, LESSEE shall notify the Department in writing, at least ten (10) days prior to putting into actual service any dredge, barge or tow boat used in the removal of shells and/or shell deposits, together with the capacity of each, and the Department may thereupon verify the measurements of said barges. In case the giving of such notice by the LESSEE becomes impractical, the LESSEE shall give written notice within ten (10) days after such vessel is placed in service.

Each operating dredge shall be required to have a tamper-proof device, as specified by the Department, installed on board which will plot, map and record all movements and locations of the dredge vessel. Location of the dredge shall be recorded on an hourly basis in Loran-C coordinates.



Each operating dredge shall be required to have on board at all times a person with the authority to stop and/or move the dredge and/or other equipment upon notification by the designated representative(s) of the Department.

LESSEE shall report on a calendar weekly basis, on a form provided by the Department, the daily location(s) of dredging activities and any other information required by the Department. A calendar week shall be defined as Sunday through Saturday. These report forms shall be delivered to the Department on the Monday following the end of the calendar week, or postmarked by that date.

#### 7. ADHERENCE TO APPLICABLE PROVISIONS; RESTRICTED ZONES

LESSEE binds and obligates itself to strict adherence to all applicable state and federal permit stipulations, environmental laws, rules, and regulations and not to dredge within three hundred (300') feet of any other shell dredging operations or within any area designated as a restricted zone.

Effluent shall be directed back into the dredged area via a discharge conduit. The affected water bottoms shall, to the extent reasonably possible of accomplishment, be returned or restored to a condition as near equivalent to that which existed before said operations were conducted.

Dredging operations shall not be conducted within restricted areas as shown on Attachment A.

In order to reduce conflicts between user groups, dredges will be confined at any given time to two (2) of the nine (9) zones as indicated on Attachment A. A time schedule shall be provided to LESSEE by the Department indicating which two (2) zones may be dredged in each month of the year.

Zone A as shown on Attachment A shall be considered an alternate zone for inclement weather; and the

ten (10) days advance notice referenced in Section 6 above shall not be required.

#### 8. GUARANTEED ANNUAL MINIMUM ROYALTY

LESSEE agrees that the quantity of shells removed by it will yield to the Department guaranteed royalties of not less than SIX HUNDRED FORTY THOUSAND (\$640,000) per year, starting with the year beginning on the date hereof, and continuing therefrom throughout the life of this lease. LESSEE further agrees that in the event for any reason LESSEE does not remove sufficient shells to aggregate in total, at the price per yard stipulated above, the guaranteed yield to the Department of SIX HUNDRED FORTY THOUSAND (\$640,000) per year, LESSEE will pay to the Department an amount sufficient to produce the minimum sum of SIX HUNDRED FORTY THOUSAND (\$640,000) per year as stipulated.

Should this lease be terminated at any time other than the end of any lease year, then the SIX HUNDRED FORTY THOUSAND (\$640,000) annual minimum guaranty shall be reduced by the amount of royalty paid by LESSEE to the Department during such lease year, but prior to such termination, to the end that LESSEE in the lease year of termination shall pay not less than the SIX HUNDRED FORTY THOUSAND (\$640,000) minimum annual guaranty. After making said calculation, should it be determined that any part of said annual guaranty shall be due and owing, then such amount shall be immediately paid to the Department. The words "lease year", wherever used in this lease, shall mean the period beginning \_\_\_\_\_ and \_\_\_\_\_ ending \_\_\_\_\_.

LESSEE'S obligation to pay this guaranteed annual minimum royalty shall not be relieved or reduced as a result of any force majeure, as defined in Paragraph 15 herein.

The Commission may consider a proportional reduction of the guaranteed annual minimum royalty in the event that an order, or permit condition that arises subsequent to the effective date of this lease, of the Department or other governmental agency, or order of court suspends LESSEE'S operations and thereby results in a substantial reduction of shell production; provided however that in no event shall the Commission consider such a reduction when the suspension order is due wholly to LESSEE'S own fault or a violation of the provisions of this lease, any applicable permit or any applicable state or federal laws, rules or regulations.

#### 9. TERMINATION FOR CAUSE

In case LESSEE fails to make payment according to the reservations, terms and conditions hereinabove stipulated within the time provided in this agreement, or should LESSEE fail or refuse to comply with any provisions in this agreement, on and after ten (10) days from the date said payments are due, or from the date of said failure or refusal to comply herewith, this lease may be revoked, terminated and cancelled; provided that the LESSEE shall be given written notice of any such failure to comply with a provision of this lease, and LESSEE shall have five (5) days after receipt of such notice in which to correct such default. In the event such default is not cured within the said five (5) day period, then this lease may be terminated without further formality, except for a written notice of such revocation and termination to be forwarded by the Secretary for the Department to LESSEE at its domicile and to the Clerks of Court in the Parishes wherein the hereinabove described water bottoms are located, by United States mail, postage prepaid. Nothing to the contrary withstanding, the provisions of this paragraph shall not release or relieve LESSEE, its successors and assigns from

the liability assumed and established in this lease, arising on or before the date of cancellation or forfeiture of the rights and privileges herein provided.

If actual dredging operations are not commenced hereunder on the leased premises in good faith on or before ninety (90) days from the date hereof, this lease shall then terminate, subject to the above procedure. Be it further provided that if all applicable permits have not been issued within the above ninety day period, the Commission may extend this period upon a showing that LESSEE has made and is making a due and diligent effort to obtain the issuance of same.

Within ninety (90) days after expiration or termination by its own terms of this lease or any portion thereof, either during or after the primary term hereof, LESSEE shall execute and record an appropriate release evidencing such expiration or termination, and shall also supply the Department with a copy or copies thereof properly certified by the recorder or recorders of the parish or parishes in which the leased premises are located. In the event LESSEE fails to timely comply therewith, LESSEE shall be liable for reasonable attorney fees and court costs incurred in bringing a successful suit for such cancellation, and for all damages resulting therefrom. It is agreed, however, that damages to be paid by LESSEE to the Department shall be one hundred dollars (\$100.00) per day for each day of non-compliance after expiration of said ninety (90) day period, regardless of whether suit is filed for cancellation, and for such additional compensatory damages as the Department may prove.

It is further provided that the suspension of dredging activities shall not constitute a breach by LESSEE of this agreement if said suspension comes about as a result of an order of the Department or another agency of government or court, and is not due to any fault of LESSEE

or any violation of the provisions of this lease or any applicable state or federal permit, statute, rule or regulation.

#### 10. ASSIGNMENT AND SUBCONTRACT

There shall be no assignment or subcontract of this lease or the rights and privileges hereunder without the express written consent of the Department; provided however that such approval shall not be required if such assignment and all rights hereunder are made to a bona fide successor or subsidiary of said LESSEE. Be it further provided that if assignment is made to a bona fide successor or subsidiary of LESSEE, then LESSEE shall give the Department written notice thereof within five (5) days of the date of said assignment. It is expressly understood, that LESSEE, with the written approval of the Department, may assign to or subcontract to any person, firm or corporation, from time to time, and at any time, the right to take and remove shells and shell deposits from the area covered hereby, and in such event, the LESSEE shall contract with such assignee or sublessee to take or remove shells and shell deposits from the area covered hereby and said LESSEE shall remain liable for the performance of all duties and obligations herein imposed. It is further provided that in no event shall LESSEE assign or subcontract the rights to remove more than fifty (50%) of the shells or shell material to be removed under this lease.

#### 11. PERFORMANCE BOND

LESSEE further agrees and obligates itself to execute, simultaneously with the execution of this lease, in favor of the Department, in the manner prescribed by law, a performance bond in the sum of ONE MILLION NINE HUNDRED TWENTY THOUSAND DOLLARS (\$1,920,000) with a solvent surety company authorized to do business in Louisiana as surety

thereon, conditioned that LESSEE will faithfully, promptly and diligently carry out and perform all of the conditions and obligations herein imposed, described and assumed by this lease, which bond shall be renewable annually during the base term of this lease or any extended period thereof.

#### 12. RELINQUISHMENT OF DATA

Upon termination of this lease, either by the expiration of its term or by forfeiture or revocation, or for any other cause, LESSEE agrees and binds itself immediately to turn over to the Department all maps, records of borings, and other data relative to said shells and/or shell deposits which it may have obtained, and such maps, records, and other data shall be and remain the property of the Department.

#### 13. REMOVAL OF SHELLS FOR SEEDING PURPOSES

The Department specially reserves the right to permit oyster growers to remove such oyster and/or clam shells from any of said water bottoms or reefs within the area above described in this lease as may be required by such oyster growers for seeding purposes only, and with which reservation LESSEE acquiesces and consents.

LESSEE agrees that in the event the Department shall desire to permit oyster growers to remove oyster and/or clam shells as provided, the Department will furnish to such oyster growers a written order to the aforesaid LESSEE authorizing and directing LESSEE to permit the removal of oyster and/or clam shells by said oyster and/or clam growers.

#### 14. RULES AND REGULATIONS; SUSPENSION OF OPERATIONS

The Department specifically reserves the right to establish rules and regulations on dredging areas in the interest of living resources and suspend the removal of shells and/or other shell deposits from the above described

beds or water bottoms by LESSEE and its successors and assigns in the event that the dredging operations by LESSEE and its successors and assigns violate said regulations. Additionally, the Department specifically reserves the right to suspend the removal of shell and/or shell deposits from the above described beds or water bottoms in the event that detrimental environmental impacts occur or threaten to occur. The suspension aforesaid shall remain effective and in full force and effect for such duration or period of time as said dredging operations continue to be in violation of said regulations, cause or produce the damage or damages herein provided and until corrected by LESSEE, and its successors and assigns, to the complete satisfaction of the Department.

#### 15. FORCE MAJEURE

No failure or omission by any of the parties hereto in the performance of any obligation imposed by this lease shall be deemed a breach of this lease or create any liability for damages if the same shall arise from any cause or causes beyond the control of such party and without the fault or negligence of such party, including acts of God, acts of the public enemy, war, rebellion, sabotage, insurrection, riot, invasion or strike.

#### 16. SHELL PLANTS

The Department shall have the right to negotiate with the LESSEE for the planting of shells for oyster cultivation and to require the LESSEE to deduct the cost of such planting of shells from the royalties due the Department by LESSEE. LESSEE agrees in good faith to negotiate with the Department for the planting of shells for oyster cultivation and the quantities and value of said shell shall be determined at the time of purchase.

17. IN-KIND ROYALTY

The Department reserves the right, for any public purposes, to take in-kind, all or any part of the portion due as royalty on shells removed hereunder, which option shall be exercised by written notice to LESSEE at any time and from time to time while this lease is in effect. The value of said shells shall be the fair market value at the time of acceptance by the Department.

18. SEVERABILITY OF PROVISIONS

If any provisions of this lease shall be decreed invalid or unenforceable, the remainder of the lease agreement shall continue in full force and effect.

19. AMENDMENT OR TERMINATION BY AGREEMENT OF PARTIES

This document contains the entire agreement between the parties and cannot be changed or terminated orally but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

20. NOTICES

All notices under this lease shall be sent United States mail, postage prepaid, Certified Return Receipt Requested as follows:

LESSOR:

Virginia Van Sickle, Secretary  
Department of Wildlife and Fisheries  
P. O. Box 98000  
Baton Rouge, LA 70898-9000

LESSEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



THUS DONE, READ, ACCEPTED, AND SIGNED by the parties hereto in the presence of the respective undersigned witnesses, as of this \_\_\_\_\_ day of \_\_\_\_\_, 1988, which shall be the date of this lease for all purposes.

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

WILDLIFE AND FISHERIES  
COMMISSION

BY: \_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
LESSEE

WITNESS FORM OF  
ACKNOWLEDGEMENT FOR WILDLIFE AND FISHERIES COMMISSION

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority came and appeared \_\_\_\_\_, who by me being first duly sworn, deposed and said:

That he is one of the witnesses to the execution of the foregoing instrument and that he saw \_\_\_\_\_ sign said instrument as \_\_\_\_\_ of the Wildlife and Fisheries Commission for and on behalf of the State of Louisiana, in the presence of appearer and \_\_\_\_\_, the other subscribing witness.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

WITNESS FORM OF  
ACKNOWLEDGEMENT FOR CORPORATE LESSEE

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned authority came and  
appeared \_\_\_\_\_, who by me being  
first duly sworn, deposed and said:

That he is one of the witnesses to the execution  
of the foregoing instrument and that he saw \_\_\_\_\_  
\_\_\_\_\_ sign said instrument as \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
as the free act and deed and said corporation in the  
presence of appearer and \_\_\_\_\_, the  
other subscribing witness.

Sworn to and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

WITNESS FORM OF  
ACKNOWLEDGEMENT FOR INDIVIDUAL LESSEE

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned authority came and  
appeared \_\_\_\_\_, who by me being  
first duly sworn, deposed and said:

That he is one of the witnesses to the execution  
of the foregoing instrument and that he saw \_\_\_\_\_  
\_\_\_\_\_ execute said instrument as his own free  
act and deed in the presence of appearer and  
\_\_\_\_\_, the other subscribing witness.

Sworn to and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

LEASE FOR FOSSIL SHELL EXTRACTION  
FROM STATE OWNED WATER BOTTOMS

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

SHELL LEASE NO. 2: Central Coast - East

WHEREAS, under the provisions of Section 441 of Title 56 of the Louisiana Revised Statutes of 1950, as amended, and other applicable laws, the Louisiana Wildlife and Fisheries Commission advertised for the bids for a lease covering fossil shells on the property described below; and

WHEREAS, in response to required advertisements, bids were received and duly opened in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana on the \_\_\_\_\_ day of \_\_\_\_\_, 1988, at a meeting of the Louisiana Wildlife and Fisheries Commission; and,

WHEREAS by resolution duly adopted, the Louisiana Wildlife and Fisheries Commission accepted the bid of

\_\_\_\_\_  
\_\_\_\_\_  
whose mailing address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as "Lessee") as being the most advantageous to the State of Louisiana:

NOW, THEREFORE, be it known and remembered the Louisiana Wildlife and Fisheries Commission acting under said authority for and in behalf of the State of Louisiana, as Lessor, does hereby lease unto the said Lessee, the property described below for the purpose of extracting fossil shells and fossil shell material. In connection therewith Lessee shall have the right to use so much of the property as may be reasonably necessary for such operations, subject to restrictions contained in this lease or

applicable permits. The leased property, situated in the State of Louisiana, is more fully described as follows:

All water bottoms located in the Parishes of St. Mary, Iberia and Terrebonne which lie within an area beginning at a point on the shore of East Cote Blanche Bay at Longitude  $91^{\circ} 37'$  West approximately two and three quarter miles east of Marone Point, thence easterly and southerly along the perimeter of East Cote Blanche Bay to Point Chevreuil, then continuing northeasterly along the perimeter of Atchafalaya Bay to Wax Lake Outlet, then Southeasterly across Wax Lake Outlet to the western point of Belle Isle, then along the perimeter of Atchafalaya Bay to the west bank of the mouth of the Atchafalaya River, thence easterly across the mouth of the Atchafalaya River to the opposite shore, thence following the perimeter of Atchafalaya Bay to the southwesterly point of Halter's Island, thence taking in the entire perimeter of Four League Bay and Bay Castagnier, back to South Point, thence in a southwesterly direction following the shoreline of Pointe-au-Fer Island to Pointe-au-Fer, thence in a southeasterly direction along the shore of Pointe-au-Fer Island to the mouth of Oyster Bayou, then northerly to include the entire perimeter of Oyster Bayou, thence in a southeasterly direction from the mouth of Oyster Bayou along the shoreline of Terrebone Parish to Longitude  $90^{\circ} 50'$  West, thence south along Longitude  $90^{\circ} 50'$  to the outer boundary of the State of Louisiana, thence in a northwesterly direction in the Gulf of Mexico along the outer boundary of the State of Louisiana to its intersection with Longitude  $91^{\circ} 37'$ , thence north along Longitude  $91^{\circ} 37'$  to the point of beginning; containing approximately 323,000 acres, as shown on the attached charts designated as Exhibit A which are made a part hereof, and subject to all restrictions reflected thereon.

## 1. TERM

The rights and privileges herein granted shall be for a period of three (3) years beginning \_\_\_\_\_ and ending \_\_\_\_\_. This lease shall be subject to all existing oil and gas pipeline rights-of-way, mineral leases and servitudes granted by third parties and the State of Louisiana through the Department of Natural Resources located in the area hereinabove described and of record as of the date of this lease. Nothing herein shall preclude the State of Louisiana from granting future oil and gas pipeline rights-of-way, mineral leases and servitudes to third parties.

## 2. ROYALTY

As consideration under this lease, LESSEE shall pay the Department of Wildlife and Fisheries, (hereinafter referred to as the Department), a base royalty of 80 cents per cubic yard for all shells and shell deposits removed from the above described water bottoms, during the first lease year.

Beginning on the first day of the second lease year, and on the first day of the lease year in each year thereafter during the balance of this lease, LESSEE shall pay the Department a royalty for each such lease year which shall be increased from the previous year's per cubic yard royalty provided for above, based on the following formula:

Said base royalty shall be adjusted on the first day of the lease year for the ensuing twelve month period by multiplying said base royalty per cubic yard by the quotient in which the numerator shall be the All Urban Consumer Price Index, or its successor Index, calculated by the appropriate agency of the Federal Government and publicized by the Federal Reserve Bank of St. Louis, Missouri (hereinafter called the ALL URBAN CONSUMER PRICE INDEX), for the month of

December immediately preceding the twelve month period for which said royalty is being adjusted, and the denominator shall be the All Urban Consumer Price Index for the initial month of the lease. The resulting quotient expressed in a percentage shall be applied to the base royalty and shall be the basis for the new royalty. In the event the All Urban Consumer Price Index has not been published in time to compute any monthly payment due the Department by LESSEE, then LESSEE shall pay the Department the same royalty paid during the preceding month or months and as soon as the determining monthly All Urban Consumer Price Index is published, LESSEE shall make such adjustments to the previous royalty payments as may be necessary to correctly pay the Department the adjusted royalties due hereunder.

The foregoing notwithstanding, in no event shall the royalty payable by LESSEE to the Department throughout the period of this Contract be less than the base royalty per cubic yard.

Payment in full of royalties for all shells and/or deposits removed by the LESSEE during any one calendar month shall be made on or before the 15th day of the succeeding month, all in a manner consistent with the applicable law of the State of Louisiana. Any unpaid royalties shall be subject to legal interest which shall begin to accrue on the date said royalties are due.

For purposes of this lease, measurements of cubic yards of shell on barges shall be calculated as follows:

$$\text{Volume} = \frac{L}{162} (A + d + \frac{4M}{3}) = \text{cubic yards}$$



Where A = Area of top  
d = Area of base  
M = Area of cross section midway  
between top and base  
L = Height

### 3. DATA; AUDIT AND INSPECTION

LESSEE, on or before the 15th day of each month, shall furnish the Department any or all of the following types of data relating to shell production: (1) type of material removed, (2) dates removed, (3) name of vessel, (4) area of dredging, (5) cubic yards removed, and (6) amount due.

These data shall not be deemed conclusive and the Department reserves the right, and LESSEE so agrees, to permit the Department's authorized representative and/or agents and representatives of the Legislative Auditor's Office or the Inspector General's Office to examine any and all of LESSEE'S books, records and memoranda of whatever kind or nature, pertaining to or having any connection whatever with the removal or sale of said shells.

The Department further reserves the right, and LESSEE agrees, to have the Department's agents or representatives and/or agents and representatives of the Legislative Auditor's Office or the Inspector General's Office inspect the barges, boats, and dredges, etc., in which the said shells are removed, and to keep a check on the number thereof, and also to determine by whatever means it may deem necessary, the number of cubic yards of shells which have been removed from the hereinabove described beds or water bottoms, and to require the payment therefor.

LESSEE shall permit routine field inspections by the above personnel for the purposes of verifying:

- a) location of dredges,
- b) direction of effluent discharge,
- c) measurements of quantity of shell aboard, and
- d) compliance with all Department of Wildlife and Fisheries regulations pertaining to shell dredging.

For the purposes of this inspection, the LESSEE shall allow the above personnel to board vessels for inspection of documents and records pertinent to the leases and regulations, positioning equipment, shell cargo, any other operations of the dredge and/or its supporting equipment, and to retrieve Loran-C tapes from recording instruments.

#### 4. EQUIPMENT AND PERSONNEL

LESSEE warrants that it has currently under its exclusive ownership and/or control, or will have by the effective date of this lease, an adequate supply of dredges, adequately powered tow boats for the operating conditions, barges, cranes, machinery, tools and implements of every kind or character which may be necessary to the taking and removal of shell and/or shell deposits under the terms of this Agreement. LESSEE further warrants that it has in its employ a number of skilled personnel sufficient to adequately perform the requirements of this contract. LESSEE also warrants that it has, or will acquire, valid permits issued by the United States Army Corps of Engineers, the Louisiana Department of Natural Resources, and any other agencies as may be required by law.

#### 5. LIABILITY, HOLD-HARMLESS, DEFENSE AND INSURANCE

It is expressly understood that the Department and the Commission shall incur no liability or expense of any kind in connection with the ownership, control and operation of such equipment by LESSEE, including but not limited to all court costs, cost of defense and any judgments arising from any claims, actions or causes of action by all third parties, LESSEE, its employees, agents, officers, directors, successors and assigns, their employees, agents, officers and directors caused by LESSEE, its employees, agents, successors and assigns in the exercise of the dredging rights and privileges granted by this lease.

LESSEE agrees that it shall be liable and responsible for property damage or personal injury, whether to property of the State of Louisiana or of any individual, firm or corporation, or to any person or persons, caused by the negligence or breach of contract of LESSEE or by its agents, directors or employees of any kind. LESSEE, its successors and assigns agree to indemnify the Department and the Commission and their officers and employees for all such damage or damages and to hold the Department harmless from all such damage or damages caused by such LESSEE, including assuming the cost and expense of defending all claims, actions, or causes of action which are or may be filed seeking such damage or damages.

It is expressly provided that neither the Department nor the Commission shall have any responsibility or liability relative to navigation of LESSEE'S vessels, nor shall the Department or the Commission have any responsibility or liability to inform or advise LESSEE as to the existence or location of any pipelines, drilling platforms, bridges, causeways, docks, piers or other structures, located on the property which is included within this lease. It is further expressly provided that LESSEE shall bear sole responsibility for the navigation of its vessels and for determining the existence and location of all pipelines, drilling platforms, bridges, causeways, docks, piers or other structures which may be located on or within the property leased herein.

It is further provided that LESSEE will defend, indemnify and hold harmless the Department and the Commission and their officers and employees for any claims, demands, liabilities or causes of action arising out of LESSEE'S taking of shells, including those arising out of the navigation of LESSEE'S vessels, or collisions between LESSEE'S vessels and other vessels, pipelines, drilling platforms, bridges, causeways, docks, piers or other

structures, even if such action is alleged to have been brought about solely, or in part, by the negligence of the Department. It is expressly provided, however, that LESSEE shall not be obligated to defend, indemnify and hold the Department or Commission harmless for any claim which does not directly involve LESSEE'S vessels, equipment and/or operations. It is further provided that LESSEE shall not be obligated to defend, indemnify and hold harmless the Department or Commission for any claim for worker's compensation filed by any of their employees; provided, however that nothing herein shall preclude the Department or the Commission from maintaining an action for recovery against the LESSEE under the laws of the State of Louisiana, including LSA R.S. 23:1101 et seq. LESSEE shall specifically obtain insurance coverage of this indemnity provision and shall furnish the Department with satisfactory evidence of such coverage, from a company that A. M. Best and Company has given a "B" or better rating, of not less than FIFTEEN MILLION (\$15,000,000.00) DOLLARS. LESSEE agrees to name the Department and the Commission and their officers and employees as an additional insured under this policy of insurance, and to furnish the Department a copy of same.

In all suits arising out of this contract, the parties hereto agree that Louisiana law shall govern, and that the state courts of Louisiana shall be the proper forum, unless such suit is required to be filed in or is removed to any federal court in this state.

#### 6. OPERATION, LOCATION AND MOVEMENT OF VESSELS

LESSEE further agrees, binds and obligates itself before commencing operations in accordance with this lease, to furnish the Department a map, plat or chart to scale as specified by the Department, of the major areas of the beds and water bottoms hereinabove described and from which

LESSEE shall take and remove shells and/or shell deposits, which map, plat or chart shall have marked thereon the location at which LESSEE shall commence its operations; and from time to time, LESSEE shall notify the Department, in writing, of any and every major change of location of its operations, and by correcting said map, plat or chart aforesaid by marking its new major areas of operation as well as each and every former major area of operation under this lease.

At the Department's request, LESSEE shall notify the Department in writing, at least ten (10) days prior to putting into actual service any dredge, barge or tow boat used in the removal of shells and/or shell deposits, together with the capacity of each, and the Department may thereupon verify the measurements of said barges. In case the giving of such notice by the LESSEE becomes impractical, the LESSEE shall give written notice within ten (10) days after such vessel is placed in service.

Each operating dredge shall be required to have a tamper-proof device, as specified by the Department, installed on board which will plot, map and record all movements and locations of the dredge vessel. Location of the dredge shall be recorded on an hourly basis in Loran-C coordinates.

Each operating dredge shall be required to have on board at all times a person with the authority to stop and/or move the dredge and/or other equipment upon notification by the designated representative(s) of the Department.

LESSEE shall report on a calendar weekly basis, on a form provided by the Department, the daily location(s) of dredging activities and any other information required by the Department. A calendar week shall be defined as Sunday through Saturday. These report forms shall be delivered to

the Department on the Monday following the end of the calendar week, or postmarked by that date.

**7. ADHERENCE TO APPLICABLE PROVISIONS; RESTRICTED ZONES**

LESSEE binds and obligates itself to strict adherence to all applicable state and federal permit stipulations, environmental laws, rules, and regulations and not to dredge within three hundred (300') feet of any other shell dredging operations or within any area designated as a restricted zone.

Effluent shall be directed back into the dredged area via a discharge conduit. The affected water bottoms shall, to the extent reasonably possible of accomplishment, be returned or restored to a condition as near equivalent to that which existed before said operations were conducted.

Dredging operations shall not be conducted within restricted areas as shown on the zone chart (Exhibit A) nor within 1,500 feet of natural land masses or exposed reefs, as defined in applicable permits.

Before commencing operations in any given zone the LESSEE shall notify the Department in writing at least ten (10) days in advance as to its proposed zone of the operations and to the best extent possible, the approximate location within the zone. Zones identified in this notice shall correspond with the zone chart which is attached hereto and identified as Exhibit A.

Dredged areas shall be surveyed with a recording fathometer and copies of each depth profile shall be submitted to the Department of Wildlife and Fisheries on or before the 15th day of the succeeding month. Maximum depth along with the vertical scale shall be indicated on each profile. Location of depth profiles shall be specified using precise Loran-C coordinates (i.e. reported to the nearest 0.1 of the line of position/T.D.).

#### 8. GUARANTEED ANNUAL MINIMUM ROYALTY

LESSEE agrees that the quantity of shells removed by it will yield to the Department guaranteed royalties of not less than SEVEN HUNDRED TWENTY THOUSAND (\$720,000) per year, starting with the year beginning on the date hereof, and continuing therefrom throughout the life of this lease. LESSEE further agrees that in the event for any reason LESSEE does not remove sufficient shells to aggregate in total, at the price per yard stipulated above, the guaranteed yield to the Department of SEVEN HUNDRED TWENTY THOUSAND (\$720,000) per year, LESSEE will pay to the Department an amount sufficient to produce the minimum sum of SEVEN HUNDRED TWENTY THOUSAND (\$720,000) per year as stipulated.

Should this lease be terminated at any time other than the end of any lease year, then the SEVEN HUNDRED TWENTY THOUSAND (\$720,000) annual minimum guaranty shall be reduced by the amount of royalty paid by LESSEE to the Department during such lease year, but prior to such termination, to the end that LESSEE in the lease year of termination shall pay not less than the SEVEN HUNDRED TWENTY THOUSAND (\$720,000) minimum annual guaranty. After making said calculation, should it be determined that any part of said annual guaranty shall be due and owing, then such amount shall be immediately paid to the Department. The words "lease year", wherever used in this lease, shall mean the period beginning \_\_\_\_\_ and ending \_\_\_\_\_.

LESSEE'S obligation to pay this guaranteed annual minimum royalty shall not be relieved or reduced as a result of any force majeure, as defined in Paragraph 15 herein.

The Commission may consider a proportional reduction of the guaranteed annual minimum royalty in the event that an order, or permit condition that arises subsequent to the effective date of this lease, of the

Department or other governmental agency, or order of court suspends LESSEE'S operations and thereby results in a substantial reduction of shell production; provided however that in no event shall the Commission consider such a reduction when the suspension order is due wholly to LESSEE'S own fault or a violation of the provisions of this lease, any applicable permit or any applicable state or federal laws, rules or regulations.

#### 9. TERMINATION FOR CAUSE

In case LESSEE fails to make payment according to the reservations, terms and conditions hereinabove stipulated within the time provided in this agreement, or should LESSEE fail or refuse to comply with any provisions in this agreement, on and after ten (10) days from the date said payments are due, or from the date of said failure or refusal to comply herewith, this lease may be revoked, terminated and cancelled; provided that the LESSEE shall be given written notice of any such failure to comply with a provision of this lease, and LESSEE shall have five (5) days after receipt of such notice in which to correct such default. In the event such default is not cured within the said five (5) day period, then this lease may be terminated without further formality, except for a written notice of such revocation and termination to be forwarded by the Secretary for the Department to LESSEE at its domicile and to the Clerks of Court in the Parishes wherein the hereinabove described water bottoms are located, by United States mail, postage prepaid. Nothing to the contrary withstanding, the provisions of this paragraph shall not release or relieve LESSEE, its successors and assigns from the liability assumed and established in this lease, arising on or before the date of cancellation or forfeiture of the rights and privileges herein provided.



If actual dredging operations are not commenced hereunder on the leased premises in good faith on or before ninety (90) days from the date hereof, this lease shall then terminate, subject to the above procedure. Be it further provided that if all applicable permits have not been issued within the above ninety day period, the Commission may extend this period upon a showing that LESSEE has made and is making a due and diligent effort to obtain the issuance of same.

Within ninety (90) days after expiration or termination by its own terms of this lease or any portion thereof, either during or after the primary term hereof, LESSEE shall execute and record an appropriate release evidencing such expiration or termination, and shall also supply the Department with a copy or copies thereof properly certified by the recorder or recorders of the parish or parishes in which the leased premises are located. In the event LESSEE fails to timely comply therewith, LESSEE shall be liable for reasonable attorney fees and court costs incurred in bringing a successful suit for such cancellation, and for all damages resulting therefrom. It is agreed, however, that damages to be paid by LESSEE to the Department shall be one hundred dollars (\$100.00) per day for each day of non-compliance after expiration of said ninety (90) day period, regardless of whether suit is filed for cancellation, and for such additional compensatory damages as the Department may prove.

It is further provided that the suspension of dredging activities shall not constitute a breach by LESSEE of this agreement if said suspension comes about as a result of an order of the Department or another agency of government or court, and is not due to any fault of LESSEE or any violation of the provisions of this lease or any applicable state or federal permit, statute, rule or regulation.

#### 10. ASSIGNMENT AND SUBCONTRACT

There shall be no assignment or subcontract of this lease or the rights and privileges hereunder without the express written consent of the Department; provided however that such approval shall not be required if such assignment and all rights hereunder are made to a bona fide successor or subsidiary of said LESSEE. Be it further provided that if assignment is made to a bona fide successor or subsidiary of LESSEE, then LESSEE shall give the Department written notice thereof within five (5) days of the date of said assignment. It is expressly understood, that LESSEE, with the written approval of the Department, may assign to or subcontract to any person, firm or corporation, from time to time, and at any time, the right to take and remove shells and shell deposits from the area covered hereby, and in such event, the LESSEE shall contract with such assignee or sublessee to take or remove shells and shell deposits from the area covered hereby and said LESSEE shall remain liable for the performance of all duties and obligations herein imposed. It is further provided that in no event shall LESSEE assign or subcontract the rights to remove more than fifty (50%) of the shells or shell material to be removed under this lease.

#### 11. PERFORMANCE BOND

LESSEE further agrees and obligates itself to execute, simultaneously with the execution of this lease, in favor of the Department, in the manner prescribed by law, a performance bond in the sum of TWO MILLION ONE HUNDRED SIXTY THOUSAND DOLLARS (\$2,160,000) with a solvent surety company authorized to do business in Louisiana as surety thereon, conditioned that LESSEE will faithfully, promptly and diligently carry out and perform all of the conditions and obligations herein imposed, described and assumed by this

lease, which bond shall be renewable annually during the base term of this lease or any extended period thereof.

#### 12. RELINQUISHMENT OF DATA

Upon termination of this lease, either by the expiration of its term or by forfeiture or revocation, or for any other cause, LESSEE agrees and binds itself immediately to turn over to the Department all maps, records of borings, and other data relative to said shells and/or shell deposits which it may have obtained, and such maps, records, and other data shall be and remain the property of the Department.

#### 13. REMOVAL OF SHELLS FOR SEEDING PURPOSES

The Department specially reserves the right to permit oyster growers to remove such oyster and/or clam shells from any of said water bottoms or reefs within the area above described in this lease as may be required by such oyster growers for seeding purposes only, and with which reservation LESSEE acquiesces and consents.

LESSEE agrees that in the event the Department shall desire to permit oyster growers to remove oyster and/or clam shells as provided, the Department will furnish to such oyster growers a written order to the aforesaid LESSEE authorizing and directing LESSEE to permit the removal of oyster and/or clam shells by said oyster and/or clam growers.

#### 14. RULES AND REGULATIONS; SUSPENSION OF OPERATIONS

The Department specifically reserves the right to establish rules and regulations on dredging areas in the interest of living resources and suspend the removal of shells and/or other shell deposits from the above described beds or water bottoms by LESSEE and its successors and assigns in the event that the dredging operations by LESSEE and its successors and assigns violate said regulations.

Additionally, the Department specifically reserves the right to suspend the removal of shell and/or shell deposits from the above described beds or water bottoms in the event that detrimental environmental impacts occur or threaten to occur. The suspension aforesaid shall remain effective and in full force and effect for such duration or period of time as said dredging operations continue to be in violation of said regulations, cause or produce the damage or damages herein provided and until corrected by LESSEE, and its successors and assigns, to the complete satisfaction of the Department.

#### 15. FORCE MAJEURE

No failure or omission by any of the parties hereto in the performance of any obligation imposed by this lease shall be deemed a breach of this lease or create any liability for damages if the same shall arise from any cause or causes beyond the control of such party and without the fault or negligence of such party, including acts of God, acts of the public enemy, war, rebellion, sabotage, insurrection, riot, invasion or strike.

#### 16. SHELL PLANTS

The Department shall have the right to negotiate with the LESSEE for the planting of shells for oyster cultivation and to require the LESSEE to deduct the cost of such planting of shells from the royalties due the Department by LESSEE. LESSEE agrees in good faith to negotiate with the Department for the planting of shells for oyster cultivation and the quantities and value of said shell shall be determined at the time of purchase.

#### 17. IN-KIND ROYALTY

The Department reserves the right, for any public purposes, to take in-kind, all or any part of the portion due as royalty on shells removed hereunder, which option

shall be exercised by written notice to LESSEE at any time and from time to time while this lease is in effect. The value of said shells shall be the fair market value at the time of acceptance by the Department.

#### 18. SEVERABILITY OF PROVISIONS

If any provisions of this lease shall be decreed invalid or unenforceable, the remainder of the lease agreement shall continue in full force and effect.

#### 19. AMENDMENT OR TERMINATION BY AGREEMENT OF PARTIES

This document contains the entire agreement between the parties and cannot be changed or terminated orally but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

#### 20. NOTICES

All notices under this lease shall be sent United States mail, postage prepaid, Certified Return Receipt Requested as follows:

LESSOR:

Virginia Van Sickle, Secretary  
Department of Wildlife and Fisheries  
P. O. Box 98000  
Baton Rouge, LA 70898-9000

LESSEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THUS DONE, READ, ACCEPTED, AND SIGNED by the parties hereto in the presence of the respective undersigned witnesses, as of this \_\_\_\_\_ day of \_\_\_\_\_, 1988, which shall be the date of this lease for all purposes.

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

WILDLIFE AND FISHERIES  
COMMISSION

BY: \_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
LESSEE

WITNESS FORM OF  
ACKNOWLEDGEMENT FOR WILDLIFE AND FISHERIES COMMISSION

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority came and  
appeared \_\_\_\_\_, who by me being  
first duly sworn, deposed and said:

That he is one of the witnesses to the execution  
of the foregoing instrument and that he saw \_\_\_\_\_  
\_\_\_\_\_ sign said instrument as \_\_\_\_\_  
\_\_\_\_\_ of the Wildlife and Fisheries  
Commission for and on behalf of the State of Louisiana, in  
the presence of appearer and \_\_\_\_\_,  
the other subscribing witness.

Sworn to and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

WITNESS FORM OF  
ACKNOWLEDGEMENT FOR CORPORATE LESSEE

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned authority came and  
appeared \_\_\_\_\_, who by me being  
first duly sworn, deposed and said:

That he is one of the witnesses to the execution  
of the foregoing instrument and that he saw \_\_\_\_\_  
\_\_\_\_\_ sign said instrument as \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
as the free act and deed and said corporation in the  
presence of appearer and \_\_\_\_\_, the  
other subscribing witness.

Sworn to and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public



WITNESS FORM OF  
ACKNOWLEDGEMENT FOR INDIVIDUAL LESSEE

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned authority came and  
appeared \_\_\_\_\_, who by me being  
first duly sworn, deposed and said:

That he is one of the witnesses to the execution  
of the foregoing instrument and that he saw \_\_\_\_\_  
\_\_\_\_\_ execute said instrument as his own free  
act and deed in the presence of appearer and  
\_\_\_\_\_, the other subscribing witness.

Sworn to and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

LEASE FOR FOSSIL SHELL EXTRACTION  
FROM STATE OWNED WATER BOTTOMS

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

SHELL LEASE NO. 3: Central Coast - West

WHEREAS, under the provisions of Section 441 of Title 56 of the Louisiana Revised Statutes of 1950, as amended, and other applicable laws, the Louisiana Wildlife and Fisheries Commission advertised for the bids for a lease covering fossil shells on the property described below; and

WHEREAS, in response to required advertisements, bids were received and duly opened in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana on the \_\_\_\_\_ day of \_\_\_\_\_, 1988, at a meeting of the Louisiana Wildlife and Fisheries Commission; and,

WHEREAS by resolution duly adopted, the Louisiana Wildlife and Fisheries Commission accepted the bid of

\_\_\_\_\_  
\_\_\_\_\_  
whose mailing address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as "Lessee") as being the most advantageous to the State of Louisiana:

NOW, THEREFORE, be it known and remembered the Louisiana Wildlife and Fisheries Commission acting under said authority for and in behalf of the State of Louisiana, as Lessor, does hereby lease unto the said Lessee, the property described below for the purpose of extracting fossil shells and fossil shell material. In connection therewith Lessee shall have the right to use so much of the property as may be reasonably necessary for such operations, subject to restrictions contained in this lease or

applicable permits. The leased property, situated in the State of Louisiana, is more fully described as follows:

All water bottoms, less and except those within Marsh Island, located in the Parishes of Vermilion, Iberia and St. Mary which lie within an area beginning at a point on the shore of East Cote Blanche Bay at Longitude  $91^{\circ} 37'$  West, thence westward along the shoreline to Point Marone, thence northward and westward along the shoreline of West Cote Blanche Bay to Dead Cypress Point, thence counterclockwise along the periphery of Vermilion Bay to Southwest Point, thence along the western shore of Southwest Pass to the mouth of Southwest Pass, thence westward along the shoreline of the Gulf of Mexico to the boundary line between the Parishes of Cameron and Vermilion; thence south to the outer boundaries of the State of Louisiana, thence eastward along the outer boundary of the State of Louisiana to its intersection with Longitude  $91^{\circ} 37'$ , thence north along Longitude  $91^{\circ} 37'$  to the point of beginning; containing approximately 353,051 acres, as shown on the attached charts designated as Exhibit 1 which are made a part hereof, and subject to all restrictions reflected thereon.

#### 1. TERM

The rights and privileges herein granted shall be for a period of three (3) years beginning \_\_\_\_\_ and ending \_\_\_\_\_. This lease shall be subject to all existing oil and gas pipeline rights-of-way, mineral leases and servitudes granted by third parties and the State of Louisiana through the Department of Natural Resources located in the area hereinabove described and of record as of the date of this lease. Nothing herein shall preclude the State of Louisiana from granting future oil and gas pipeline rights-of-way, mineral leases and servitudes to third parties.

## 2. ROYALTY

As consideration under this lease, LESSEE shall pay the Department of Wildlife and Fisheries, (hereinafter referred to as the Department), a base royalty of 80 cents per cubic yard for all shells and shell deposits removed from the above described water bottoms, during the first lease year.

Beginning on the first day of the second lease year, and on the first day of the lease year in each year thereafter during the balance of this lease, LESSEE shall pay the Department a royalty for each such lease year which shall be increased from the previous year's per cubic yard royalty provided for above, based on the following formula:

Said base royalty shall be adjusted on the first day of the lease year for the ensuing twelve month period by multiplying said base royalty per cubic yard by the quotient in which the numerator shall be the All Urban Consumer Price Index, or its successor Index, calculated by the appropriate agency of the Federal Government and publicized by the Federal Reserve Bank of St. Louis, Missouri (hereinafter called the ALL URBAN CONSUMER PRICE INDEX), for the month of December immediately preceding the twelve month period for which said royalty is being adjusted, and the denominator shall be the All Urban Consumer Price Index for the initial month of the lease. The resulting quotient expressed in a percentage shall be applied to the base royalty and shall be the basis for the new royalty. In the event the All Urban Consumer Price Index has not been published in time to compute any monthly payment due the Department by LESSEE, then LESSEE shall pay the Department the same royalty paid during the preceding month or months and as soon as the determining monthly All Urban Consumer Price Index is

published, LESSEE shall make such adjustments to the previous royalty payments as may be necessary to correctly pay the Department the adjusted royalties due hereunder.

The foregoing notwithstanding, in no event shall the royalty payable by LESSEE to the Department throughout the period of this Contract be less than the base royalty per cubic yard.

Payment in full of royalties for all shells and/or deposits removed by the LESSEE during any one calendar month shall be made on or before the 15th day of the succeeding month, all in a manner consistent with the applicable law of the State of Louisiana. Any unpaid royalties shall be subject to legal interest which shall begin to accrue on the date said royalties are due.

For purposes of this lease, measurements of cubic yards of shell on barges shall be calculated as follows:

$$\text{Volume} = \frac{L}{162} (A + d + 4M) = \text{cubic yards}$$

Where A = Area of top  
d = Area of base  
M = Area of cross section midway  
between top and base  
L = Height

### 3. DATA; AUDIT AND INSPECTION

LESSEE, on or before the 15th day of each month, shall furnish the Department any or all of the following types of data relating to shell production: (1) type of material removed, (2) dates removed, (3) name of vessel, (4) area of dredging, (5) cubic yards removed, and (6) amount due.

These data shall not be deemed conclusive and the Department reserves the right, and LESSEE so agrees, to permit the Department's authorized representative and/or agents and representatives of the Legislative Auditor's Office or the Inspector General's Office to examine any and

all of LESSEE'S books, records and memoranda of whatever kind or nature, pertaining to or having any connection whatever with the removal or sale of said shells.

The Department further reserves the right, and LESSEE agrees, to have the Department's agents or representatives and/or agents and representatives of the Legislative Auditor's Office or the Inspector General's Office inspect the barges, boats, and dredges, etc., in which the said shells are removed, and to keep a check on the number thereof, and also to determine by whatever means it may deem necessary, the number of cubic yards of shells which have been removed from the hereinabove described beds or water bottoms, and to require the payment therefor.

LESSEE shall permit routine field inspections by the above personnel for the purposes of verifying:

- a) location of dredges,
- b) direction of effluent discharge,
- c) measurements of quantity of shell aboard, and
- d) compliance with all Department of Wildlife and Fisheries regulations pertaining to shell dredging.

For the purposes of this inspection, the LESSEE shall allow the above personnel to board vessels for inspection of documents and records pertinent to the leases and regulations, positioning equipment, shell cargo, any other operations of the dredge and/or its supporting equipment, and to retrieve Loran-C tapes from recording instruments.

#### 4. EQUIPMENT AND PERSONNEL

LESSEE warrants that it has currently under its exclusive ownership and/or control, or will have by the effective date of this lease, an adequate supply of dredges, adequately powered tow boats for the operating conditions, barges, cranes, machinery, tools and implements of every kind or character which may be necessary to the taking and removal of shell and/or shell deposits under the terms of this Agreement. LESSEE further warrants that it has in its

employ a number of skilled personnel sufficient to adequately perform the requirements of this contract. LESSEE also warrants that it has, or will acquire, valid permits issued by the United States Army Corps of Engineers, the Louisiana Department of Natural Resources, and any other agencies as may be required by law.

##### 5. LIABILITY, HOLD-HARMLESS, DEFENSE AND INSURANCE

It is expressly understood that the Department and the Commission shall incur no liability or expense of any kind in connection with the ownership, control and operation of such equipment by LESSEE, including but not limited to all court costs, cost of defense and any judgments arising from any claims, actions or causes of action by all third parties, LESSEE, its employees, agents, officers, directors, successors and assigns, their employees, agents, officers and directors caused by LESSEE, its employees, agents, successors and assigns in the exercise of the dredging rights and privileges granted by this lease.

LESSEE agrees that it shall be liable and responsible for property damage or personal injury, whether to property of the State of Louisiana or of any individual, firm or corporation, or to any person or persons, caused by the negligence or breach of contract of LESSEE or by its agents, directors or employees of any kind. LESSEE, its successors and assigns agree to indemnify the Department and the Commission and their officers and employees for all such damage or damages and to hold the Department harmless from all such damage or damages caused by such LESSEE, including assuming the cost and expense of defending all claims, actions, or causes of action which are or may be filed seeking such damage or damages.

It is expressly provided that neither the Department nor the Commission shall have any responsibility or liability relative to navigation of LESSEE'S vessels, nor

shall the Department or the Commission have any responsibility or liability to inform or advise LESSEE as to the existence or location of any pipelines, drilling platforms, bridges, causeways, docks, piers or other structures, located on the property which is included within this lease. It is further expressly provided that LESSEE shall bear sole responsibility for the navigation of its vessels and for determining the existence and location of all pipelines, drilling platforms, bridges, causeways, docks, piers or other structures which may be located on or within the property leased herein.

It is further provided that LESSEE will defend, indemnify and hold harmless the Department and the Commission and their officers and employees for any claims, demands, liabilities or causes of action arising out of LESSEE'S taking of shells, including those arising out of the navigation of LESSEE'S vessels, or collisions between LESSEE'S vessels and other vessels, pipelines, drilling platforms, bridges, causeways, docks, piers or other structures, even if such action is alleged to have been brought about solely, or in part, by the negligence of the Department. It is expressly provided, however, that LESSEE shall not be obligated to defend, indemnify and hold the Department or Commission harmless for any claim which does not directly involve LESSEE'S vessels, equipment and/or operations. It is further provided that LESSEE shall not be obligated to defend, indemnify and hold harmless the Department or Commission for any claim for worker's compensation filed by any of their employees; provided, however that nothing herein shall preclude the Department or the Commission from maintaining an action for recovery against the LESSEE under the laws of the State of Louisiana, including LSA R.S. 23:1101 et seq. LESSEE shall specifically obtain insurance coverage of this indemnity provision and shall furnish the Department with satisfactory



evidence of such coverage, from a company that A. M. Best and Company has given a "B" or better rating, of not less than FIFTEEN MILLION (\$15,000,000.00) DOLLARS. LESSEE agrees to name the Department and the Commission and their officers and employees as an additional insured under this policy of insurance, and to furnish the Department a copy of same.

In all suits arising out of this contract, the parties hereto agree that Louisiana law shall govern, and that the state courts of Louisiana shall be the proper forum, unless such suit is required to be filed in or is removed to any federal court in this state.

#### 6. OPERATION, LOCATION AND MOVEMENT OF VESSELS

LESSEE further agrees, binds and obligates itself before commencing operations in accordance with this lease, to furnish the Department a map, plat or chart to scale as specified by the Department, of the major areas of the beds and water bottoms hereinabove described and from which LESSEE shall take and remove shells and/or shell deposits, which map, plat or chart shall have marked thereon the location at which LESSEE shall commence its operations; and from time to time, LESSEE shall notify the Department, in writing, of any and every major change of location of its operations, and by correcting said map, plat or chart aforesaid by marking its new major areas of operation as well as each and every former major area of operation under this lease.

At the Department's request, LESSEE shall notify the Department in writing, at least ten (10) days prior to putting into actual service any dredge, barge or tow boat used in the removal of shells and/or shell deposits, together with the capacity of each, and the Department may thereupon verify the measurements of said barges. In case the giving of such notice by the LESSEE becomes impractical,

the LESSEE shall give written notice within ten (10) days after such vessel is placed in service.

Each operating dredge shall be required to have a tamper-proof device, as specified by the Department, installed on board which will plot, map and record all movements and locations of the dredge vessel. Location of the dredge shall be recorded on an hourly basis in Loran-C coordinates.

Each operating dredge shall be required to have on board at all times a person with the authority to stop and/or move the dredge and/or other equipment upon notification by the designated representative(s) of the Department.

LESSEE shall report on a calendar weekly basis, on a form provided by the Department, the daily location(s) of dredging activities and any other information required by the Department. A calendar week shall be defined as Sunday through Saturday. These report forms shall be delivered to the Department on the Monday following the end of the calendar week, or postmarked by that date.

#### 7. ADHERENCE TO APPLICABLE PROVISIONS; RESTRICTED ZONES

LESSEE binds and obligates itself to strict adherence to all applicable state and federal permit stipulations, environmental laws, rules, and regulations and not to dredge within three hundred (300') feet of any other shell dredging operations or within any area designated as a restricted zone.

Effluent shall be directed back into the dredged area via a discharge conduit. The affected water bottoms shall, to the extent reasonably possible of accomplishment, be returned or restored to a condition as near equivalent to that which existed before said operations were conducted.

Dredging operations shall not be conducted within restricted areas as shown on the zone chart (Exhibit 1) nor

within 1,500 feet of natural land masses or exposed reefs, as defined in applicable permits.

Before commencing operations in any given zone the LESSEE shall notify the Department in writing at least ten (10) days in advance as to its proposed zone of the operations and to the best extent possible, the approximate location within the zone. Zones identified in this notice shall correspond with the zone chart which is attached hereto and identified as Exhibit 1.

Dredged areas shall be surveyed with a recording fathometer and copies of each depth profile shall be submitted to the Department of Wildlife and Fisheries on or before the 15th day of the succeeding month. Maximum depth along with the vertical scale shall be indicated on each profile. Location of depth profiles shall be specified using precise Loran-C coordinates (i.e. reported to the nearest 0.1 of the line of position/T.D.).

#### 8. GUARANTEED ANNUAL MINIMUM ROYALTY

LESSEE agrees that the quantity of shells removed by it will yield to the Department guaranteed royalties of not less than ONE HUNDRED THOUSAND (\$100,000) per year, starting with the year beginning on the date hereof, and continuing therefrom throughout the life of this lease. LESSEE further agrees that in the event for any reason LESSEE does not remove sufficient shells to aggregate in total, at the price per yard stipulated above, the guaranteed yield to the Department of ONE HUNDRED THOUSAND (\$100,000) per year, LESSEE will pay to the Department an amount sufficient to produce the minimum sum of ONE HUNDRED THOUSAND (\$100,000) per year as stipulated.

Should this lease be terminated at any time other than the end of any lease year, then the ONE HUNDRED THOUSAND (\$100,000) annual minimum guaranty shall be reduced by the amount of royalty paid by LESSEE to the Department

during such lease year, but prior to such termination, to the end that LESSEE in the lease year of termination shall pay not less than the ONE HUNDRED THOUSAND (\$100,000) minimum annual guaranty. After making said calculation, should it be determined that any part of said annual guaranty shall be due and owing, then such amount shall be immediately paid to the Department. The words "lease year", wherever used in this lease, shall mean the period beginning \_\_\_\_\_ and \_\_\_\_\_ ending \_\_\_\_\_.

LESSEE'S obligation to pay this guaranteed annual minimum royalty shall not be relieved or reduced as a result of any force majeure, as defined in Paragraph 15 herein.

The Commission may consider a proportional reduction of the guaranteed annual minimum royalty in the event that an order, or permit condition that arises subsequent to the effective date of this lease, of the Department or other governmental agency, or order of court suspends LESSEE'S operations and thereby results in a substantial reduction of shell production; provided however that in no event shall the Commission consider such a reduction when the suspension order is due wholly to LESSEE'S own fault or a violation of the provisions of this lease, any applicable permit or any applicable state or federal laws, rules or regulations.

#### 9. TERMINATION FOR CAUSE

In case LESSEE fails to make payment according to the reservations, terms and conditions hereinabove stipulated within the time provided in this agreement, or should LESSEE fail or refuse to comply with any provisions in this agreement, on and after ten (10) days from the date said payments are due, or from the date of said failure or refusal to comply herewith, this lease may be revoked, terminated and cancelled; provided that the LESSEE shall be

given written notice of any such failure to comply with a provision of this lease, and LESSEE shall have five (5) days after receipt of such notice in which to correct such default. In the event such default is not cured within the said five (5) day period, then this lease may be terminated without further formality, except for a written notice of such revocation and termination to be forwarded by the Secretary for the Department to LESSEE at its domicile and to the Clerks of Court in the Parishes wherein the hereinabove described water bottoms are located, by United States mail, postage prepaid. Nothing to the contrary withstanding, the provisions of this paragraph shall not release or relieve LESSEE, its successors and assigns from the liability assumed and established in this lease, arising on or before the date of cancellation or forfeiture of the rights and privileges herein provided.

If actual dredging operations are not commenced hereunder on the leased premises in good faith on or before ninety (90) days from the date hereof, this lease shall then terminate, subject to the above procedure. Be it further provided that if all applicable permits have not been issued within the above ninety day period, the Commission may extend this period upon a showing that LESSEE has made and is making a due and diligent effort to obtain the issuance of same.

Within ninety (90) days after expiration or termination by its own terms of this lease or any portion thereof, either during or after the primary term hereof, LESSEE shall execute and record an appropriate release evidencing such expiration or termination, and shall also supply the Department with a copy or copies thereof properly certified by the recorder or recorders of the parish or parishes in which the leased premises are located. In the event LESSEE fails to timely comply therewith, LESSEE shall

be liable for reasonable attorney fees and court costs incurred in bringing a successful suit for such cancellation, and for all damages resulting therefrom. It is agreed, however, that damages to be paid by LESSEE to the Department shall be one hundred dollars (\$100.00) per day for each day of non-compliance after expiration of said ninety (90) day period, regardless of whether suit is filed for cancellation, and for such additional compensatory damages as the Department may prove.

It is further provided that the suspension of dredging activities shall not constitute a breach by LESSEE of this agreement if said suspension comes about as a result of an order of the Department or another agency of government or court, and is not due to any fault of LESSEE or any violation of the provisions of this lease or any applicable state or federal permit, statute, rule or regulation.

#### 10. ASSIGNMENT AND SUBCONTRACT

There shall be no assignment or subcontract of this lease or the rights and privileges hereunder without the express written consent of the Department; provided however that such approval shall not be required if such assignment and all rights hereunder are made to a bona fide successor or subsidiary of said LESSEE. Be it further provided that if assignment is made to a bona fide successor or subsidiary of LESSEE, then LESSEE shall give the Department written notice thereof within five (5) days of the date of said assignment. It is expressly understood, that LESSEE, with the written approval of the Department, may assign to or subcontract to any person, firm or corporation, from time to time, and at any time, the right to take and remove shells and shell deposits from the area covered hereby, and in such event, the LESSEE shall contract with such assignee or sublessee to take or remove shells and

shell deposits from the area covered hereby and said LESSEE shall remain liable for the performance of all duties and obligations herein imposed. It is further provided that in no event shall LESSEE assign or subcontract the rights to remove more than fifty (50%) of the shells or shell material to be removed under this lease.

#### 11. PERFORMANCE BOND

LESSEE further agrees and obligates itself to execute, simultaneously with the execution of this lease, in favor of the Department, in the manner prescribed by law, a performance bond in the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000) with a solvent surety company authorized to do business in Louisiana as surety thereon, conditioned that LESSEE will faithfully, promptly and diligently carry out and perform all of the conditions and obligations herein imposed, described and assumed by this lease, which bond shall be renewable annually during the base term of this lease or any extended period thereof.

#### 12. RELINQUISHMENT OF DATA

Upon termination of this lease, either by the expiration of its term or by forfeiture or revocation, or for any other cause, LESSEE agrees and binds itself immediately to turn over to the Department all maps, records of borings, and other data relative to said shells and/or shell deposits which it may have obtained, and such maps, records, and other data shall be and remain the property of the Department.

#### 13. REMOVAL OF SHELLS FOR SEEDING PURPOSES

The Department specially reserves the right to permit oyster growers to remove such oyster and/or clam shells from any of said water bottoms or reefs within the area above described in this lease as may be required by

such oyster growers for seeding purposes only, and with which reservation LESSEE acquiesces and consents.

LESSEE agrees that in the event the Department shall desire to permit oyster growers to remove oyster and/or clam shells as provided, the Department will furnish to such oyster growers a written order to the aforesaid LESSEE authorizing and directing LESSEE to permit the removal of oyster and/or clam shells by said oyster and/or clam growers.

#### 14. RULES AND REGULATIONS; SUSPENSION OF OPERATIONS

The Department specifically reserves the right to establish rules and regulations on dredging areas in the interest of living resources and suspend the removal of shells and/or other shell deposits from the above described beds or water bottoms by LESSEE and its successors and assigns in the event that the dredging operations by LESSEE and its successors and assigns violate said regulations. Additionally, the Department specifically reserves the right to suspend the removal of shell and/or shell deposits from the above described beds or water bottoms in the event that detrimental environmental impacts occur or threaten to occur. The suspension aforesaid shall remain effective and in full force and effect for such duration or period of time as said dredging operations continue to be in violation of said regulations, cause or produce the damage or damages herein provided and until corrected by LESSEE, and its successors and assigns, to the complete satisfaction of the Department.

#### 15. FORCE MAJEURE

No failure or omission by any of the parties hereto in the performance of any obligation imposed by this lease shall be deemed a breach of this lease or create any liability for damages if the same shall arise from any cause or causes beyond the control of such party and without the



fault or negligence of such party, including acts of God, acts of the public enemy, war, rebellion, sabotage, insurrection, riot, invasion or strike.

#### 16. SHELL PLANTS

The Department shall have the right to negotiate with the LESSEE for the planting of shells for oyster cultivation and to require the LESSEE to deduct the cost of such planting of shells from the royalties due the Department by LESSEE. LESSEE agrees in good faith to negotiate with the Department for the planting of shells for oyster cultivation and the quantities and value of said shell shall be determined at the time of purchase.

#### 17. IN-KIND ROYALTY

The Department reserves the right, for any public purposes, to take in-kind, all or any part of the portion due as royalty on shells removed hereunder, which option shall be exercised by written notice to LESSEE at any time and from time to time while this lease is in effect. The value of said shells shall be the fair market value at the time of acceptance by the Department.

#### 18. SEVERABILITY OF PROVISIONS

If any provisions of this lease shall be decreed invalid or unenforceable, the remainder of the lease agreement shall continue in full force and effect.

#### 19. AMENDMENT OR TERMINATION BY AGREEMENT OF PARTIES

This document contains the entire agreement between the parties and cannot be changed or terminated orally but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

20. NOTICES

All notices under this lease shall be sent United States mail, postage prepaid, Certified Return Receipt Requested as follows:

LESSOR:

Virginia Van Sickle, Secretary  
Department of Wildlife and Fisheries  
P. O. Box 98000  
Baton Rouge, LA 70898-9000

LESSEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THUS DONE, READ, ACCEPTED, AND SIGNED by the parties hereto in the presence of the respective undersigned witnesses, as of this \_\_\_\_\_ day of \_\_\_\_\_, 1988, which shall be the date of this lease for all purposes.

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WILDLIFE AND FISHERIES  
COMMISSION

BY: \_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
LESSEE

WITNESS FORM OF  
ACKNOWLEDGEMENT FOR WILDLIFE AND FISHERIES COMMISSION

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority came and  
appeared \_\_\_\_\_, who by me being  
first duly sworn, deposed and said:

That he is one of the witnesses to the execution  
of the foregoing instrument and that he saw \_\_\_\_\_  
\_\_\_\_\_ sign said instrument as \_\_\_\_\_  
\_\_\_\_\_ of the Wildlife and Fisheries  
Commission for and on behalf of the State of Louisiana, in  
the presence of appearer and \_\_\_\_\_,  
the other subscribing witness.

Sworn to and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

WITNESS FORM OF  
ACKNOWLEDGEMENT FOR CORPORATE LESSEE

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned authority came and appeared \_\_\_\_\_, who by me being first duly sworn, deposed and said:

That he is one of the witnesses to the execution of the foregoing instrument and that he saw \_\_\_\_\_ sign said instrument as \_\_\_\_\_ of \_\_\_\_\_ as the free act and deed and said corporation in the presence of appearer and \_\_\_\_\_, the other subscribing witness.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

WITNESS FORM OF  
ACKNOWLEDGEMENT FOR INDIVIDUAL LESSEE

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

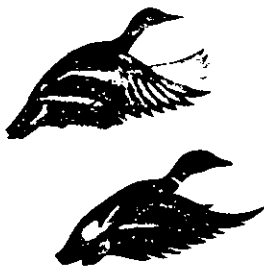
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appeared \_\_\_\_\_, who by me being  
first duly sworn, deposed and said:

That he is one of the witnesses to the execution  
of the foregoing instrument and that he saw \_\_\_\_\_  
\_\_\_\_\_ execute said instrument as his own free  
act and deed in the presence of appearer and  
\_\_\_\_\_, the other subscribing witness.

Sworn to and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

Bennie



# State of Louisiana



Virginia Van Sickle  
SECRETARY  
(504) 925-3617

DEPARTMENT OF WILDLIFE AND FISHERIES  
POST OFFICE BOX 15570  
BATON ROUGE, LA. 70895

Buddy Roemer  
GOVERNOR

June 10, 1988

## MEMORANDUM

TO: Assistant Secretary and Division Chiefs  
FROM: Virginia Van Sickle *VVS*  
SUBJECT: Commission Meeting Agenda - July 7-8, 1988

Please write on the bottom of this memo and return to me by June 23, 1988 any agenda items your division may have for the meeting in Baton Rouge at Quail Drive on July 7-8, 1988. If you do not have anything for the agenda, please return memo to me and indicate this on the bottom of this memo. We cannot add anything to the agenda that requires commission action after we have published the agenda in the state journal.

Thank you for your cooperation!

VVS/pc

cc: Don Puckett  
Kell McInnis  
Bettsie Baker

Inland Fish Division:

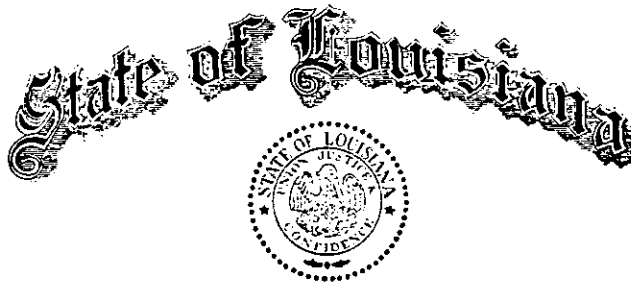
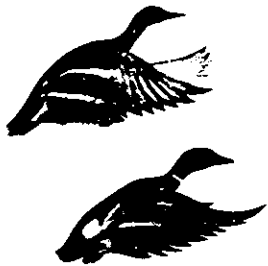
*Fishing*  
Ratification of Louisiana - Texas Reciprocal Agreement  
on Toledo Bend Reservoir and Caddo Lake

RECEIVED  
DEPT. WILDLIFE & FISHERIES

JUN 13 1988

*Bennie Forten*

FISH DIVISION



Virginia Van Sickle  
SECRETARY  
(504) 925-3617

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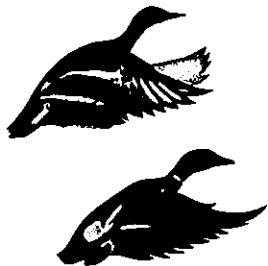
cc: Don Puckett  
Kell McInnis  
Bettsie Baker

*See Attached*

1) Ratify Resident Hunting Seasons for 1988-89 *- H. Bateman*

2) Notice of Intent Game Breeding *License Applications* and Requirements - *H. Bateman*

3) ~~Resolution~~ *Alligator Season on Game* Division WMA's, 1988 *(Thursday, PM only)*  
*Bob Love*



Virginia Van Sickle  
SECRETARY  
(504) 925-3617

DEPARTMENT OF WILDLIFE AND FISHERIES  
POST OFFICE BOX 15570  
BATON ROUGE, LA. 70895

Buddy Roemer  
GOVERNOR

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